

BOOK 21 PAGE 673

SHIRLEY LEE MULLER * IN THE
Plaintiff/ * CIRCUIT COURT
Cross-Defendant *
vs. * FOR
STERLING EUGENE MULLER * CARROLL COUNTY
Defendant/ * Equity No. 16754
Cross-Plaintiff *

DECREE

TESTIMONY having been taken in open Court on
January 7, 1981, it is this 7th day of January,
1981, ORDERED, ADJUDGED AND DECREED that the Defendant,
STERLING EUGENE MULLER, be awarded a divorce a vinculo
matrimonii; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
the Plaintiff, SHIRLEY LEE MULLER, transfer all and any
interest that she might have in the residence located at
108 East Nicodemus Road, Westminster, Maryland 21157, in
trust, to the minor children of the parties, to wit: Phyllis
Jean Muller and Denise Muller; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
the Defendant, STERLING EUGENE MULLER, will have temporary
care and custody of the aforesaid minor children; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
the Plaintiff, SHIRLEY LEE MULLER, will have the right to
visit with the aforesaid minor children every other weekend
from Friday night at 6:00 p.m. until Sunday night at 6:00 p.m.
and on every other holiday (including birthdays), said holi-
days to be alternated every other year, and the Plaintiff,
SHIRLEY LEE MULLER, will have the further right of visita-
tion for one week vacation each summer; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
the Plaintiff, SHIRLEY LEE MULLER, shall provide medical
insurance coverage for the aforesaid minor children; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
the issues of permanent custody and child support will not
be determined by this Court as of the date of this Decree; and

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ALL subject to the further Order of this Court.

Julius B. Bump
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
JAN 7 4 25 PM '81
CLERK

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WDB/gsc
7/12/79

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SEPARATION AGREEMENT

THIS AGREEMENT, made this 9th day of Oct, 1979, by and between STERLING E. MULLER, of Carroll County, Maryland, herein called "Husband", and SHIRLEY MULLER, of Carroll County, Maryland, herein called "Wife".

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony in Carroll County, Maryland, on July 17, 1965, and whereas certain irreconcilable differences have arisen between the said parties hereto for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation having occurred on June 12, 1979, and said voluntary separation having been continuous since that date, and they do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and Wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each, free of any claim of the other; Husband and Wife have agreed upon a division of all their personal

[Handwritten signature]

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property, and have divided the same so that all property now in the possession of each shall be and remain the individual property of the party having possession, free of any claim of the other.

SECOND: That the care, custody and control of the children born of this marriage; namely Phyllis Jean Muller, born December 2, 1967, and Denise Muller, born September 10, 1973, shall be with and shall remain with the Husband, provided, however, that there shall be reasonable rights of visitation in order that the Wife shall see and visit said children, and that said children may see and visit Wife at all reasonable times.

It is understood and agreed that neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Husband and Wife agree to keep each other advised of their address and of any changes of their address.

Husband shall have the right to claim both children as dependents for Federal and State Income Tax purposes.

Husband and Wife agree to equally be responsible for all extraordinary medical, dental or optical needs of the children not actually paid by insurance. For the purpose of this section, extraordinary shall be defined as all expenses incurred in excess of \$50.00 in any one month for any one child. Husband shall be responsible for the routine medical care of the children, including provision of non-prescription medical supplies, such as aspirin and bandages, normally or ordinarily found in a family medicine cabinet, and shall pay the first \$50.00 of any out-of-pocket medical, dental or optical needs incurred in any one month per any one child. Husband further agrees not to incur any major medical or dental expenses, nor submit the children to any hospital or surgical procedure, other than of an emergency nature, without first consulting Wife.

Wife agrees to keep her policy of health insurance with her employer in full force and effect on the children.

THIRD: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration

of the premises, Husband does hereby:

(a) Release and discharge Wife from any and all obligations of further support, and does hereby covenant and agree not to contract debts, charges or liabilities for which Wife may be liable, and at all times to keep Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband, it being the intention hereof that Husband hereby expressly forever waives any present or future claim he may have against Wife for alimony, support or medical expenses.

FOURTH: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Wife does hereby:

(a) Release and discharge Husband from any and all obligations of further support, and does hereby covenant and agree not to contract debts, charges or liabilities for which Husband may be liable and at all times to keep Husband free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by Wife, it being the intention hereof that Wife hereby expressly forever waives any present or future claim she may have against Husband for alimony, support or medical expenses.

FIFTH: Husband and Wife agree that the 1969 Chevrolet Pickup presently titled in Husband's name shall be the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph.

Husband and Wife further agree that the 1968 Fairlane presently titled in Husband's name shall be the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph.

SIXTH: Husband and Wife presently own as tenants by the entireties property known as 108 East Nicodemus Road,

Westminster, Carroll County, Maryland 21157. Said property is currently encumbered by a mortgage to the Carroll County Bank and Trust Company. Husband and Wife agree that Wife's interest in said home shall be transferred into the names of the children of the parties. Wife agrees to execute any and all documents necessary to effect the terms of this paragraph.

SEVENTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

EIGHTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise, and that said parties may at all times hereafter live apart from each other free from the other's authority.

NINTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce, and it is hereby expressly agreed, that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby release the

other from any charge or liability for his or her counsel fees.

TENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any decree or judgment that may be entered in any such action.

ELEVENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled, by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TWELFTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

THIRTEENTH: The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 28 of Article 16 of the Annotated Code of Maryland (1973 Replacement Volume), any and all claims of any nature whatsoever which the parties might

have each against the other as a result of their marriage. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advices of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FOURTEENTH: Husband and Wife agree to join with the other in preparing and filing such joint Federal and State Tax Returns as shall be required or permitted as long as the parties shall remain legally married. Husband and Wife agree to be jointly responsible for any tax deficiency or to share any tax refund in proportion to their individual gross incomes as shown on said tax returns.

FIFTEENTH: This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

SIXTEENTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Man Bury

Sterling E. Muller (SEAL)
STERLING E. MULLER

Shirley L. Muller

Shirley L. Muller (SEAL)
SHIRLEY MULLER

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 9th day of October, 1979, before me, the subscriber, a Notary Public, of the State of Maryland, personally appeared STERLING E. MULLER, known to me (or satisfactorily proven) to be the person

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whose name is subscribed to the within instrument and made oath in due form of law that he has read said instrument in its entirety, that the facts and matters set forth therein are true and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Sandra L. Boone
Notary Public

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this *20th* day of *July*, 1979, before me, the subscriber, a Notary Public, of the State of Maryland, personally appeared SHIRLEY MULLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that she has read said instrument in its entirety, that the facts and matters set forth therein are true and that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Shirley J. Muller
Notary Public

BOOK 21 682

DORIS M. BLACKMAN	*	NO. 19219 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
IVORY PAUL BLACKMAN	*	FOR
Defendant	*	CARROLL COUNTY
*****		*****

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court. *2x8p*

WHEREUPON IT IS ORDERED this *2nd* day of *November*, 1983, that the Plaintiff, DORIS M. BLACKMAN, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, IVORY PAUL BLACKMAN; and

It is further ORDERED That the guardianship and custody of the infant children of the parties, JACQUELINE DENISE BLACKMAN (born June 23, 1971) and IVORY PAUL BLACKMAN, III (born September 30, 1967) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff the sum of One Hundred Seventy Five Dollars (\$175.00) per month per child for the support of the infant children of the parties, subject to the further order of this Court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated June 14, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Richard K. Burns, Jr.
JUDGE

Filed November 2, 1983

STIPULATION AGREEMENT

This Agreement is entered into this 14th day of June, 1983, by and between Doris M. Blackman (wife) and Ivory Paul Blackman (husband).

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 24, 1966, in Daisy, Maryland. Two children were born to them as a result of their marriage, namely, Jacqueline Blackman, born June 23, 1971 and Ivory Paul Blackman^{III}, born September 30, 1967, herein referred to as children or child.

Differences have arisen between the parties and they are now and have been since August 16, 1981 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, with cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

Now, therefore, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof, except as provided herein.

1. The parties shall continue to live separate and apart, as they have done since August 16, 1981, free from interference, authority and control of the other, as if were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall deem advisable for his sole and separate use and benefit, without, and free from, any control, restraint or interference by the other party in all respects as if were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. Except as otherwise provided herein, each of the parties heretofore himself or herself and his and her respective heirs, personal representatives

and assigns, grants, remises and releases to the other, any and all rights or interests which he now has or may hereafter acquire in real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all incident to the marriage relation now or anytime hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at, law, specifically including all claims, demands, and interests arising under Chapter 794 [1978] Laws of Maryland, and any such similar law of the State of New York, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his will under the Laws of Descent as the case may be, free from any right or inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. The wife shall have the care and custody of the minor children of the parties, with the right and privilege of the husband to visit and have the children with him at all reasonable times and places, upon proper notice to the wife with respect to same.

4. The husband shall pay to the wife, for support and maintenance of each child, the sum of \$175.00 per month, for a total of \$350.00 per month for both children, until the first to occur of any of the following events with respect to each child:

- (1) Death of the child or husband;
- (2) Marriage of the child;
- (3) The child becoming self-supporting, or;
- (4) The child's arrival at the age of eighteen (18) years.

This support money for the children, is payable 12 months out of the year to the wife without exception.

Each party shall be entitled to claim one child as a dependent for income tax purposes. wife to take youngest child as her deduction.

I.P.
D.B.

5. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the wife releases and discharges the husband absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the husband releases and discharges the wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at the wife's residence shall be and remain the sole and exclusive property of the wife, free and clear of any interest of the husband, and all tangible personal property and household chattels presently located at the husband's residence shall be and remain the sole and exclusive property of the husband, free and clear of any interest of the wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

7. The parties did at one time own, as tenants by the entireties, improved premises in Albany County known as 28 Mazurka Court, City of Cohoes, State of New York. That said property was sold on April 12, 1982 with the proceeds of said sale going to the husband to pay debts as outlined in this Agreement.

8. Except as otherwise expressly provided herein, husband shall assume all responsibility for debts contracted by the parties, or either of them, prior to the separation of the parties and both debts incurred as a result of the sale of the property on April 12, 1982. Husband shall hold the wife harmless and shall indemnify her from any and all liability for such debts. From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations. The debts to be the sole responsibility of the husband are as follows: (balances are as of October 7, 1981

as provided to the wife and do not necessarily reflect the true balance due (following):

Key Bank \$4,500.00 note due on 11/15/81;
 City Bank Ready Credit Account \$1,795.13;
 Beneficial Finance \$1,106.00;
 Mastercharge \$1,039.89;
 Sears and Roebuck \$1,368.63;
 Montgomery Wards \$1,300.00;
 Texaco Credit Card \$417.61;
 Macey's Department Store \$48.44;
 Denby's Department Store \$110.55;
 Lerner Shops \$98.75;
 Niagara-Mohawk Power \$289.62;
 World Book (2 accounts), a. Encyclopedia \$272.96, b. Typewriter \$271.20;
 World Book-Childcraft International, Inc. \$260.62;
 Troy New Channels (cable TV) \$23.85;
 Mohawk Radiology Associates \$10.00;
 Cohoes Memorial Hospital \$60.00;
 City of Cohoes \$85.00 (water and sewer charges);
 Mechanics Exchange Savings Bank \$714.00;
 Personal debts owed to relatives: ~~Beverly Dorsey \$375.00~~ ^{\$380.00}; husband's father \$1,500.00, husband's sister \$1,200.00, husband's brother \$200.00, husband's sister Katherine \$100.00.

9. Both the husband and wife agrees to split any costs with respect to medical expense not covered by insurance for the children of the parties 50/50. Further, the husband agrees to carry the children of the parties under Blue Cross and Blue Shield Medical Insurance Coverage or similar medical insurance coverage. If said medical insurance coverage is provided by the wife's employer, incident to her employment, without charge to the wife, then the wife is to provide said coverage. If there is a charge to the wife for said medical insurance coverage, said expense is to be paid by the husband to the wife with respect to same.

10. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. If a divorce proceeding is brought by either party against the other, the moving party shall pay the costs thereof, including any Master's Fee.

11. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

12. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his and her respective heirs, personal representative, and assigns, releases all claims, demands and interests arising under the Marital Property Act, Chapter 794 [1978] Law of Maryland, or any similar law of the State of New York, including but not limited to any claims of use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equity and rights of the parties concerning the marital property, if any.

13. With the approval of an Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, or presently, this Agreement shall be incorporated in said Decree of Divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties for themselves and for their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

14. The parties mutually agree that in entering into this Stipulation Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intention of fully settling and determining all their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Stipulation Agreement.

15. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular and vice versa, where appropriate.

16. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

17. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

In witness whereof, the said parties hereto have hereunder set their hands and seals the day and year first above written.

William J. Monaghan II
WITNESS
Celia Farber (SEAL)
WITNESS

Doris M. Blackman (SEAL)
DORIS M. BLACKMAN
Ivory Paul Blackman (SEAL)
IVORY PAUL BLACKMAN

State of Maryland; City of Baltimore, to wit;

I hereby certify on this 11th day of June, 1983, the above named Doris M. Blackman, personally appeared before me and made oath in due form of law that the matters and facts setforth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as herein stated and acknowledges that said Agreement is in fact her act and deed and that she has full understanding thereof.

As witness, my hand and notary seal.

Terrence B. Byrne
NOTARY PUBLIC

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State of New York, City of Albany, to wit;
I hereby certify that on this 26th day of June, 1983, the above
named Ivory Paul Blackman, personally appeared before me and made oath in
due form of law that the matters and facts set forth in the foregoing Agreement
with respect to voluntary separation of the parties are true and correct as
herein stated and acknowledges that said Agreement is in fact his act and
deed and that he has full understanding thereof.

As witness, my hand and notary seal.

NOTARY PUBLIC

ZACHARY WELLMAN
Notary Public, State of New York
Qualified in Albany County
Commission Expires March 30, 1985

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DONALD R. JORDAN * NO. 19567 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
JANET M. JORDAN * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been
presented by the Plaintiff, the proceedings were read and
considered by the Court.

WHEREUPON IT IS ORDERED this 2nd day of November, 1983,
that the Plaintiff, DONALD R. JORDAN, be and he is hereby divorced
A VINCULO MATRIMONII from his wife, the Defendant, JANET M.
JORDAN; and

It is further ORDERED that the guardianship and custody
of the infant children of the parties, JOHN E. JORDAN (born
January 15, 1971) and DAVID R. JORDAN (born April 6, 1974) be
and the same is hereby awarded to the Defendant with the right
on the part of the Plaintiff to visit said children at reasonable
times and under proper circumstances subject to the continuing
jurisdiction of this Court; and

It is further ORDERED that the Plaintiff pay unto the
Defendant the sum of Twenty Five Dollars (\$25.00) per week per
child for the support of the infant children of the parties,
subject to the further order of this Court; and

It is further ORDERED that the pertinent parts of the
Separation Agreement between the parties dated September 12, 1979
and the Addendum thereto dated September 17, 1979 be and the same
are hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs
of this proceeding.

Frederick Bump
JUDGE

Filed November 2, 1983

SEPARATION AND PROPERTY
SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12 day of September, 1979, by and between JANET M. JORDAN, hereinafter referred to as the "Wife", and DONALD R. JORDAN, hereinafter referred to as the "Husband".

WHEREAS, the parties hereto were married on August 17, 1970, in a civil ceremony by the Clerk of Court of Frederick County, Maryland; and,

WHEREAS, there were two children born as a result of this marriage, namely: John E. Jordan, born January 15, 1971, and David R. Jordan, born April 6, 1974; and,

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties voluntarily and mutually agree to live separate and apart, and did in fact separate on September 1, 1979; and,

WHEREAS, it is the desire of the parties hereto to make a full, final and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this agreement to formalize said voluntary separation, to settle their respective property rights, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree to separate from September 1, 1979, and have continued to voluntarily live separate and apart in separate places of abode without any cohabitation. Neither of the parties shall interfere with or

molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Wife hereby agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal belonging to the Husband and now in his possession, custody or control.

5. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

6. The care, custody and control of the two minor children of the parties of this marriage as named hereinabove shall be with and shall remain with the Wife, provided, however, that there shall be reasonable rights of visitation in order that the Husband shall see and visit said children and the Husband may see and visit said children at all reasonable times.

It is understood and agreed by and between the parties hereto that the Husband shall have custody of the children at least one day per week as well as every other Saturday and Sunday and holidays, and it is further agreed by and between the parties hereto that each shall have the right to claim one child each as a dependent on any income tax returns filed by them.

7. The Husband hereby agrees to pay to the Wife the sum of \$25.00 per week per child toward the support and maintenance of the minor children until each child reaches the age of eighteen years, marries, enters the military service, becomes self-supporting, or dies, whichever shall first occur. The Husband further agrees to pay all dentist and medical bills incurred for the benefit of the children, and life insurance premiums on all policies carried on the children.

8. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

9. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this agreement, except as otherwise provided herein.

10. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, mutually releases, waives, surrenders and assigns to the other, all claims, demands accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Md. Code, Courts & Judicial Proceedings, 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this agreement concerning marital

rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assigns to the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real, or personal that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights or dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying, and each will, upon request of his or her spouse execute good and sufficient release of such rights, including but not limited to dower and statutory thirds, to the other spouse, her or his assigns, or personal representatives.

11. Both parties hereby waive any and all right to alimony, support, and/or maintenance, and hereby covenants that he or she will not claim now or in the future, any sums of money for the husband or wife for alimony, support, and/or maintenance.

12. The parties hereto agree that each shall be responsible for his or her own attorney's fees and the wife hereby releases the husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

13. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

14. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

15. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

16. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this agreement shall apply to, bind and be obligatory upon the parties hereto, their personal representatives, successors and assigns, or any of them whether so expressed or not.

17. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties, for themselves and their respective personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

18. Each and every paragraph of this Agreement, and each portion thereof, shall be considered to be severable from each and every other such paragraph or portion thereof, and, if any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudication shall in no way effect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

19. Each party hereto declares that she or he has read the foregoing Separation and Property Settlement Agreement, and that he or she understands his or her right to independent legal advice by counsel of his or her selection, that each fully understands the facts and understands his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement, the date first above written.

WITNESS:

Robert Miller Janet M. Jordan (SEAL)
Donald R. Jordan (SEAL)
 Donald R. Jordan

STATE OF MARYLAND)
 COUNTY OF CARROLL) ss:

I hereby certify that on this 17th day of September, 1979, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Carroll, personally appeared Janet M. Jordan, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged, said Agreement to be her act.

Witness my hand and seal the day and year first hereinabove mentioned.



STATE OF MARYLAND)
 COUNTY OF CARROLL) ss:

I hereby certify that on this ____ day of September, 1979, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Carroll, personally appeared Donald R. Jordan, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and seal the day and year first hereinabove mentioned.



Robert Miller
 Notary Public
 My commission expires: 7/1/82

SUPPLEMENT TO
SEPARATION AND PROPERTY
SETTLEMENT AGREEMENT

This Supplement to Separation and Property Settlement Agreement made this 17th day of September, 1979, by and between JANET M. JORDAN, hereinafter referred to as the "Wife"; and DONALD R. JORDAN, hereinafter referred to as the "Husband", witnesseth:

1. That a Separation and Property Settlement Agreement was entered into by the parties hereto dated September 12, 1979, and they do hereby further agree as follows:

(a) Husband agrees that Wife shall retain the 1979 AMC Concorde that is in her name, and Wife agrees to pay the balance owing thereon.

(b) Wife agrees to transfer the title to the 1975 Chrysler to the Husband, free and clear of any right, title, claim or interest of the Wife, said automobile now being titled in both names.

(c) Wife agrees that Husband is to get back all credit cards that have his name thereon.

(d) Husband agrees that Wife shall retain the money in savings bank accounts, and Wife agrees to execute a deed to Husband conveying all her rights, title and interest in and to all those two lots or parcels of land conveyed to them by John H. Thompson and Wanda L. Thompson, his wife, by deed dated March 9, 1976, and recorded among the Land Records of Carroll County, Maryland, in Liber C.C.C. No. 618, Folio 116 &c.

2. That this Supplement shall be made a part of said heretofore referred to Separation and Property Settlement Agreement, and shall be binding upon the parties hereto, their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seals the date first hereinabove written.

X Russell M. Miller (SEAL)
Witness Janet M. Jordan
X Donald R. Jordan (SEAL)
Witness Donald R. Jordan

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1979, before me, the subscriber, a Notary Public of, in and for the State and County aforesaid, personally appeared Janet M. Jordan, known to me (or satisfactorily proven) to be the person whose name is subscribed as one of the Parties to the within instrument; that she acknowledged that she executed the said Supplement to Separation and Property Settlement Agreement for the purposes therein contained; and acknowledged the foregoing said Supplement to be her act and deed.

As WITNESS my hand and Notarial Seal the day and year last hereinabove written.



X Russell M. Miller
Notary Public
My commission expires on the
1st day of July, 1982.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 17th day of September, 1979, before me, the subscriber, a Notary Public of, in and for the State and County aforesaid, personally appeared Donald R. Jordan, known to me (or satisfactorily proven) to be the person whose name is subscribed as one of the Parties to the within in-

BOOK 21 699

strument; and acknowledged that he executed the said Supplement to Separation and Property Settlement Agreement for the purposes therein contained; and he acknowledged the foregoing said Supplement to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year last hereinbefore written.



G. Edwin Robertson
Notary Public
My commission expires on the
1st day of July, 1982.

BOOK 21 700

CLAYTON E. DALRYMPLE	*	NO. 19270 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
LYNNE BETH DALRYMPLE	*	FOR
Defendant	*	CARROLL COUNTY
*****	*	*****

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 2nd day of ~~October~~ ^{November - 2087} 1983, that the Plaintiff, CLAYTON E. DALRYMPLE, be and he is hereby divorced A Vinculo Matrimonii from his wife, the Defendant, LYNNE BETH DALRYMPLE; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated September 30, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K Burns J
JUDGE

RECEIVED IN
CIRCUIT COURT
NOV 2 10 08 AM '83
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT is made this 30th day of Sept. LD ce, 1981, between CLAYTON E. DALRYMPLE ("Husband") and LINDA BETH DALRYMPLE ("Wife"). LD ce

Because the parties, CLAYTON E. DALRYMPLE and LINDA BETH DALRYMPLE, are husband and wife, having been married by ce a civil ceremony in Boca Raton, Florida, on April 20, 1973, LD and there being no children born as a result of their marriage; and

Because differences have arisen between the parties, which they regard as irreconcilable, and as a result of which they have voluntarily decided to live separate and apart as of the date of this Agreement; and

Because of this change in their relations, they wish to enter into this Agreement to settle their personal and property rights with respect to each other;

In consideration of the mutual promises and covenants set out in this Agreement, including their desire to avoid further differences and discord, and of the agreement of each of the parties to release any and all rights and claims that each might have, or because of their marital status may acquire over the property or estate of the other, the parties agree as follows:

1. They mutually and voluntarily agree to live separate and apart as of this 30th day of September 1981, having no intention to resume their marital relationship.

2. From the date of this Agreement, it shall be lawful for the parties to live separate and apart from each other; neither party will compel or attempt to compel the other to live with him or her; and neither party will in any manner or

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MICHAELSON
BUILDING
NO. 21000

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9/30/83
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form whatsoever molest or trouble the other.

3. Nothing contained in this Agreement shall be construed as a waiver by either of the parties for any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

4. All clothing, personal effects, furniture, furnishings, appliances, and household effects, have been divided by agreement of the parties.

5. The parties further agree that they hereby voluntarily waive any and all right to alimony, support and maintenance for themselves, counsel fees, suit money, costs or other related expenses; and, that they hereby covenant that they will not claim nor in the future claim any sums of money from each other for alimony or support and maintenance for themselves.

LD ce 6. The parties jointly own property improvements known as 1000 Albert Rill Road, Westminster, Maryland, 21157; said property being subjected to a first mortgage held by Fairview Federal. The wife agrees to pay to the husband the sum of TEN THOUSAND DOLLARS (\$10,000.00) for his 1/2 interest in said property. The husband agrees that upon the payment of the TEN THOUSAND DOLLARS (\$10,000.00) he will execute all necessary documents to transfer his 1/2 interest in same to the wife.

7. The wife further agrees to assume all responsibility for the mortgage held by Fairview Federal, as well as all other costs associated with the transfer of same and will be responsible now and in the future for all cost of taxes, utilities or other costs and assessments arising from the ownership of said property. The wife further agrees to hold harmless and indemnify the husband from any judgments, liens or any other costs that may arise as a result of any default by her in the payment of said mortgage, and any judgments which may result or arise by reason of her default.

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BUILDING
NO. 21000

8. It is further agreed between the parties that the husband will retain title and ownership in the Ford Pickup Turck and that the wife will retain title and ownership in the 1976 Vega automobile.

9. In addition to and in furtherance of any other release contained in this Agreement, the wife releases any interest in the husband's pension plan.

10. In consideration of the provisions contained herein for the respected benefit of the parties and other good and valuable consideration, the husband and wife release and waive unto the other any claim or right to counsel fees, whether past, present or future, for any matter or thing whatsoever.

11. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now or hereafter exist with respect to Subtitle 6A of Title 3 of the Courts and Judicial Proceedings Article of the Laws of Maryland) which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right (including any rights or claims which may now or hereafter exist with respect to Subtitle 6A of Title 3 of the Courts and Judicial Proceedings

WITNESSES
J. MICHAELSON
J. BULLING
JL, ME. 21292

Article of the Laws of Maryland), title, claim or interest direct or indirect, including any rights of dower, community or martial property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

13. With the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all the terms thereof shall continue to be

WITNESSES
J. MICHAELSON
J. BULLING
JL, ME. 21292

binding upon the parties and their respective heirs, personal representatives and assigns.

14. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

15. Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representation other than those expressly set forth herein.

16. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

17. The husband shall pay the court costs, including the fee of the Examiner-Master, if any, in any proceeding between the parties where they are divorced a vinculo matrimonii.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

Mar. Q. Cassidy
Donna B. Yelton
Linda Beth Dalrymple (SEAL)
LYNNE
Clayton E. Dalrymple

STATE OF MARYLAND, *Carroll County*, SS:

I HEREBY CERTIFY, that on this *28th* day of *September*, 1981, before me, the subscriber, a Notary Public

BY OFFICE
 E. MICHAELSON
 100 BUILDING
 ONE, MD. 21201

of the State of Maryland, in and for *Carroll County*
 aforesaid, personally appeared *LYNNE* ~~LINDA~~ BETH DALRYMPLE, and she made oath in due form of law that the matters of fact set forth in the foregoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and she acknowledged the foregoing Agreement to be her act.

WITNESS my hand and Notarial Seal.

Donna B. Yelton
 Notary Public
 My Commission Expires *7-1-82*

STATE OF MARYLAND, *Carroll County*, SS:

I HEREBY CERTIFY, that on this *30th* day of *September*, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for *Carroll County* aforesaid, personally appeared CLAYTON E. DALRYMPLE, and he made oath in due form of law that the matters of fact set forth in the foregoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and he acknowledged the foregoing Agreement to be his act.

WITNESS my hand and Notarial Seal.

Donna B. Yelton
 Notary Public
 My Commission Expires *7-1-82*

BY OFFICE
 E. MICHAELSON
 100 BUILDING
 ONE, MD. 21201

ADDENDUM TO VOLUNTARY SEPARATION AGREEMENT

THIS ADDENDUM made this 30th day of September 1981, will serve as clarification and modification of the agreement entered into between CLAYTON E. DALRYMPLE and LYNNE BETH DALRYMPLE on the 30th day of September, 1981.

1. Paragraph 5 of said Voluntary Separation Agreement will be modified by the addition of the following language:

The parties hereto understand and agree that Husband will pay to Wife the sum of \$550.00, representing a contribution to Wife for attorney's fees arising out of the separation of the parties. It is additionally understood and agreed that Husband will have no liability for any future attorney's fees incurred by Wife.

2. It is hereby acknowledged by the parties that they anticipate receiving money from Internal Revenue Service as a result of tax payments made during the calendar year 1980. That they anticipate the amount of said return will be \$1,613.00. That the parties hereby agree and understand that they will divide whatever return is received from Internal Revenue Service equally so that each party receives one-half of the amount returned.

WITNESS:

Donna B. Yelton (SEAL)
LYNNE BETH DALRYMPLE
Donna B. Yelton (SEAL)
CLAYTON E. DALRYMPLE

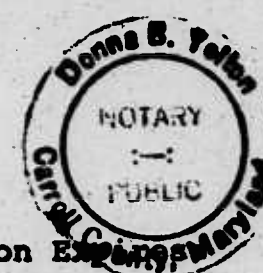
STATE OF MARYLAND)

TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of September 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally

appeared LYNNE BETH DALRYMPLE, and she made oath in due form of law that the matters and facts set forth in the foregoing Addendum as to the mutual and voluntary separation of the parties are true and correct as therein stated, and she acknowledged the foregoing Addendum to be her act.

WITNESS my hand and Notarial Seal.



Donna B. Yelton
Notary Public

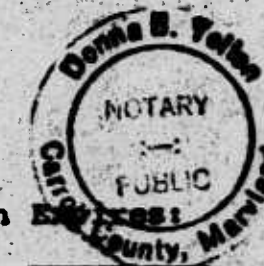
My Commission Expires
7/1/82

STATE OF MARYLAND)

TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 30th day of September 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared CLAYTON E. DALRYMPLE, and he made oath in due form of law that the matters and facts set forth in the foregoing Addendum as to the mutual and voluntary separation of the parties are true and correct as therein stated, and he acknowledged the foregoing Addendum to be his act.

WITNESS my hand and Notarial Seal.



Donna B. Yelton
Notary Public

My Commission Expires
7-1-82

BOOK 21 709

LAIRD McEWEN BROWN * NO. 19627 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
DIANE L. BROWN * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 2nd day of ~~October~~ ^{November - 24th}, 1983, that the Plaintiff, LAIRD McEWEN BROWN, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, DIANE L. BROWN; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

John R. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
Nov 2 10 08 AM '83
LARRY W. SHIPLEY
CLERK

BOOK 21 710

MARGARET L. BUCKINGHAM * NO. 19625 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
GEORGE M. BUCKINGHAM * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 2nd day of ~~October~~ ^{November - 24th}, 1983, that the Plaintiff, MARGARET L. BUCKINGHAM, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, GEORGE M. BUCKINGHAM; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated June 2, 1983 and the Addendum thereto dated September 16, 1983 be and the same are hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

John R. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
Nov 2 10 08 AM '83
LARRY W. SHIPLEY
CLERK

THIS AGREEMENT, made this 2nd day of June 1983, by and between MARGARET L. BUCKINGHAM, hereinafter called "Wife", party of the first part, and GEORGE M. BUCKINGHAM, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 13, 1960, in Sykesville, Maryland, and one child was born as a result of the marriage; namely, LISA MARIE BUCKINGHAM, born August 14, 1963.

On February 1, 1982, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.
2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since February 1,

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1982, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels, as well as any motor vehicles, bank accounts, stocks, bonds, or other personal property which the parties now have in their respective possession and/or names.

4. The parties own, as tenants by the entireties, residential property known as 2031 Sykesville Road, Westminster, Maryland. Husband shall have the right to occupy the dwelling on said property, rent free, until the daughter, Lisa Marie Buckingham, reaches the age of twenty-one (21) years. This right of occupancy until the stated time shall continue even if said child should take up residency elsewhere. During the period of Husband's occupancy, he shall keep the property in good order and repair, pay the cost of fire and extended coverage insurance, real estate taxes and the cost of all utilities furnished to the dwelling such as heating oil, gas, electricity and telephone.

At such time as Lisa reaches twenty-one (21) years of age, the residential real estate shall be sold at private sale, assuming the parties hereto may then agree on a proper price and terms, otherwise at public auction, and the net proceeds from such sale shall be divided equally between Husband and Wife with the exception that any indebtedness which may be a lien

and/or obligation against only one of the parties hereto at the time of settlement on the real estate shall be deducted only from such party's share of the proceeds. Husband shall have the right to occupy the property rent free between the period of Lisa's twenty-first (21st) birthday and final settlement. In no event shall sale of the real estate extend beyond February 1, 1987.

In event of the death of either Husband or Wife prior to any agreement of sale as set forth above, if the parties hereto yet own the property as tenants by the entirety, the survivor of Husband and Wife may pay the decedent's estate one-half the fair market value of the property or reach such other agreement as to the disposition of same which may be satisfactory to all interested parties. In event the survivor declines to pay one-half the fair market value, and in the further event no other manner of disposition is agreed upon, then the property shall be sold at private sale, if by agreement of all interested parties, otherwise at public auction, and the net proceeds shall go one-half to the surviving party hereto and the remaining one-half to the estate of the deceased party hereto.

Should the parties hereto hold the property as tenants in common prior to any agreement of sale as set forth above, then upon the death of one, the survivor shall have the first right of purchasing from the decedent's estate the decedent's one-half interest in the residential real estate at its fair market value or at a value satisfactory to all interested parties. In event the survivor shall not elect to purchase from the decedent's estate the decedent's one-half interest in the residential real estate at its fair market value, or at a value satisfactory to all interested parties, then the property shall be sold at private sale, if by agreement of all interested parties, otherwise at public auction, and the net proceeds shall go one-half to the surviving party hereto and the remaining one-half to the estate of

the deceased party hereto.

Neither party hereto shall pledge their interest in the real estate as security for any obligation without the written consent of the other party hereto.

Upon sale of the residential property, there shall be no reimbursement to Husband for real estate taxes, fire insurance premiums, repair and/or maintenance expenses, or any other monies which Husband may have expended while occupying the premises.

5. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

6. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

7. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising

out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other. However, in the event of any intentional or arbitrary breach of the terms of this Agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney's fees. Court costs in any such action shall be paid by the losing party.

8. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title,

claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

10. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney in fact, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be

exercisable by said attorney-in-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.

11. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

12. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein. Wife hereby acknowledges that she is aware that R. Neal Hoffman prepared this Agreement as counsel for Husband alone, and that said attorney has not and does not represent her in that he has made no representations to her other than by these presents advising her that she should have independent counsel of her own choosing and that he is counsel for Husband alone.

13. This Agreement contains the final and entire

understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

14. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

15. None of the provisions of this Agreement shall be subject to modification by any Court.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Margaret L. Buckingham (SEAL)
MARGARET L. BUCKINGHAM

Witness: George M. Buckingham (SEAL)
GEORGE M. BUCKINGHAM

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 2ND day of JUNE, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARGARET L. BUCKINGHAM, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

My Commission Expires 1984

Notary Public

BOOK 21 PAGE 719

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 7th day of June, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE M. BUCKINGHAM, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

Mary Lou Bullock
Notary Public

My Commission Expires: 7-1-86



BOOK 21 PAGE 720

THIS ADDENDUM, made this 16th day of Sept., 1983, by and between Margaret L. Buckingham, hereinafter called "wife", party of the first part, and George M. Buckingham, hereinafter called "husband", party of the second part.

WHEREAS, husband and wife entered into a voluntary separation and property settlement agreement dated June 2, 1983, intending thereby to settle their respective property, personal and marital rights, and all other matters growing out of the marital relation; and

WHEREAS, subsequent to June 2, 1983, the parties have conducted further negotiations regarding the terms and conditions of Paragraph number 4 of the aforesaid agreement and wish to modify the aforesaid agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the parties, and in further consideration of the interest and protection of the child born as a result of said marriage, the parties hereto hereby modify the voluntary separation and property settlement agreement dated June 2, 1983, in the following manner:

1. That Paragraph number 4 of the aforesaid agreement is hereby deleted in its entirety.

2. That in its place instead the following new Paragraph number 4 will be binding upon the parties: "The parties own, as tenants by the entirety, residential property known as 2031 Sykesville Road, Westminster, Maryland. Said property is presently occupied by husband and Lisa Marie Buckingham, the only child born as a result of the marriage. Husband and wife have agreed that husband will pay unto wife the net sum of \$23,000.00 at which time husband and wife shall execute a Deed conveying said property unto husband and Lisa Marie Buckingham, as tenants in common. Settlement shall take place within forty-five (45) days of the date hereof. There shall be no adjustment for real

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estate taxes, fire insurance premiums, etc., and all costs of transfer shall be paid by husband, it being the intention of the parties hereof that wife shall receive a net sum of \$23,000.00, meaning that no deductions of any nature whatsoever shall be made therefrom.

3. Husband and wife hereby ratify and confirm all other terms and conditions set forth in the initial voluntary separation and property settlement agreement dated June 2, 1983.

As witness the hands and seals of the parties hereto the date and year first hereinbefore written.

Margaret L. Buckingham
MARGARET L. BUCKINGHAM (SEAL)

Anders L. Ferguson
witness

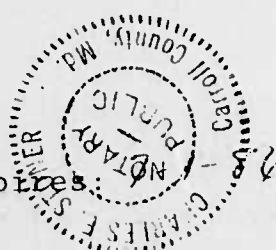
George M. Buckingham
GEORGE M. BUCKINGHAM (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 16th day of SEPT., 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARGARET L. BUCKINGHAM, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be her act.

Witness my hand and Notarial Seal.

My Commission Expires



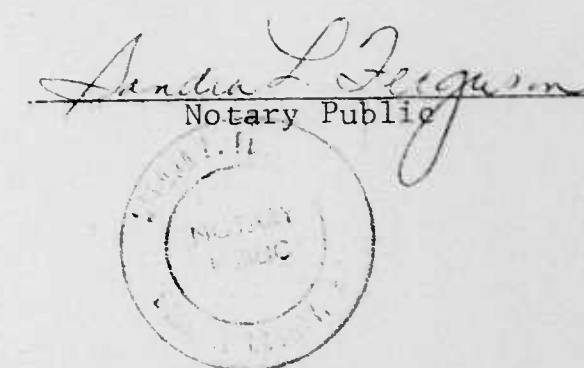
Charles E. Stoner
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 15th day of September, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE M. BUCKINGHAM, and made oath in due form of law that the matter and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be his act.

Witness my hand and Notarial Seal.

My Commission Expires: 7/1/86



BOOK 21 723

ANTON H. SOBER * NO. 19616 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
SELENE H. SOBER * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 2nd day of November - 2nd 1983, that the Plaintiff, ANTON H. SOBER, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, SELENE H. SOBER; and

It is further ORDERED that the pertinent parts of the Separation Agreement dated February 2, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
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LARRY A. SHIPLEY
CLERK

BOOK 21 724

ANTON H. SOBER * No. 19616 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
SELENE H. SOBER * FOR
Defendant * CARROLL COUNTY

SUPPLEMENTAL DECREE

Upon the Answer of the Defendant and Affidavit filed herein, it is this 5th day of December 1983, by the Circuit Court for Carroll County, in Equity,

ORDERED, that the name of the Defendant be restored to her maiden name of SELENE HARRIETT SCHERR.

Rule K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
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LARRY A. SHIPLEY
CLERK

PROPERTY SETTLEMENT AND
SEPARATION AGREEMENT

THIS AGREEMENT, made this 26th day of February, 1982, by and between ANTON SOBER, of Carroll County, Maryland, herein called "Husband" and SELENE SOBER, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now Husband and Wife, having been legally married in Baltimore, Maryland on March 15, 1970 by religious ceremony, and whereas certain irreconcilable differences have arisen between the said parties for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation having occurred on or about August 1, 1982 and said separation having been continuous since that date and said parties do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of each other.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the

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extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations, and needs, after due consideration, do fully and voluntarily agree as follows:

DIVISION OF PERSONAL PROPERTY
AND HOUSEHOLD GOODS AND
FURNISHINGS

FIRST: It is agreed by and between Husband and Wife that the Wife shall retain as her own property all that personal

property in her possession at the time of this Agreement, which shall be free of any claim of the Husband whatsoever. The Husband shall retain as his own property all personal property in his possession at the time of this Agreement, said property to be held free and clear of any claim of the Wife whatsoever.

INTANGIBLE
PERSONAL PROPERTY

SECOND: Husband and Wife further agree that all stocks, bonds, cash, and sums on

deposit in checking and savings owned by either or both parties shall be divided as soon after execution of this Agreement as practicable in the following manner:

(1) Bank Accounts: All sums on deposit in checking accounts and/or savings accounts owned individually by the parties shall remain the sole and exclusive property of said party free and clear of any claim of the other whatsoever. The sums on deposit in a "fidelity cash reserve account" containing approximately Seven Thousand, Eight Hundred Sixty-Six Dollars and Ninety-Four Cents (\$7,866.94) shall be divided equally between the Husband and Wife.

(2) Stocks and Bonds: The stocks and bonds owned between the parties shall be liquidated, with the Wife to receive the net sum of Eleven Thousand Dollars (\$11,000.00) in cash or bank issued check with the balance of the net proceeds to be retained by the Husband.

DIVISION OF
REAL PROPERTY

THIRD: The Husband and Wife
are joint owners of certain
real property located in the

Fourth Election District of Carroll County as more particularly
described in a deed recorded among the Land Records of Carroll
County in Liber 634 , Folio 151 , et. seq., the improvements
thereon known as 1505 Dulany Road, Finksburg, Maryland 21048.

It is agreed by and between Husband and Wife that this jointly
held property shall be treated as follows:

(1) The Husband shall have the exclusive right from
and after the date of this Agreement personally to occupy the
jointly held property without paying any remuneration therefor
to the Wife.

(2) Simultaneous with the execution of this Agreement,
the Wife will convey her interest in the above-mentioned property
to the Husband. The Husband shall be responsible for the payment
of all fees and costs relating to the transfer of this property.

(3) From and after the date of this Agreement, the
Husband shall be solely responsible for the payment of all charges
related to the property, insurance payments, real estate taxes,
any other governmental assessments, and that mortgage payment
to Central Savings Bank as recorded among the Land Records
of Carroll County in Liber 634 , Folio 153 , et. seq.

DIVISION OF
BUSINESS ASSETS

FOURTH: The Husband and Wife
are engaged in the operation
of certain businesses and

own certain assets in relation thereto which the parties agree
shall be divided as follows:

(1) "The Anton Sober Dental Lab" operated by the
Husband shall be retained by the Husband free and clear of any
claim whatsoever of the Wife. The tangible and intangible
assets of the said business shall be the exclusive property of
the Husband who shall also have sole responsibility for the
expenses and liabilities of said property.

(2) The natural health food store "Harvestin' Natural
Foods" located at 12 Locust Lane, Westminster, Maryland 21157
shall be retained by the Wife free and clear of any claim
whatsoever of the Husband. The tangible and intangible assets
of the said business shall be the exclusive property of the
Wife who shall also have sole responsibility for the expenses
and liabilities of said property.

(3) The Wife shall specifically be solely responsible
for that second mortgage payment to Union National Bank as
recorded among the Land Records of Carroll County in Liber 781,
Folio 130 , et. seq.

DEBTS

FIFTH: It is agreed by and
between the Husband and Wife

that the Husband will assume responsibility of all present out-
standing debts rising out of the marriage except as may be other-
wise specified herein.

LEGAL FEES AND COSTS

SIXTH: It is agreed by and
between the Husband and Wife

that each party shall pay his or her own legal fees and costs
incident to this Separation Agreement and that should one
of the parties hereafter bring an action for an absolute divorce
against the other, each shall pay his or her own attorney's fees
and costs.

ALIMONY

SEVENTH: It is agreed by and
between Husband and Wife

that both Husband and Wife are hereby forever barred from alimony,
each having waived the same. Neither party will hereinafter
pledge the credit of the other nor incur any expense for which
the other may become liable.

TAXES

EIGHTH: It is agreed by and
between Husband and Wife

that they shall file, if advantageous, a joint federal and state
tax return for 1982 with each party paying his or her respective
share of said taxes based upon the relevant earnings of the
parties. In the event of a refund, the parties shall share
equally any such sum.

MONETARY AWARD

NINTH: In consideration of
the various transfers of

property and the entire agreement, the Husband agrees to make
the following payments to the Wife so long as she does not
remarry:

(1) Four Hundred Dollars (\$400.00) per month for the
first twelve (12) months ~~after the date of this Agreement.~~
Commencing September 1, 1982.

(2) Three Hundred Dollars (\$300.00) per month for twenty-four (24) months commencing immediately after the payments in Sub-Paragraph (1) above.

In the event that the net profits from the operation of the business known as "Harvestin' Natural Foods" exceeds \$15,000.00 per year, the payment required by the Husband under Paragraph Ninth of this Agreement shall be reduced by one-half during any relevant period. In order to verify the earnings of the Wife from the aforementioned business, the Wife agrees to provide the Husband with a profit and loss statement prepared by her accountant within ninety (90) days after the close of each fiscal year of the subject business.

WAIVER OF CLAIMS

TENTH: All property individually owned by either party, real, personal or mixed, or any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, statutory share, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

FUTURE CONDUCT OF

THE PARTIES

ELEVENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights

or otherwise; and the said parties may at all times hereafter live apart from each other free from the other's authority.

SUBSEQUENT DIVORCE AND
INCORPORATION OF AGREEMENT

TWELFTH: Nothing herein contained shall be deemed a waiver of any past or future conduct of either of the parties and further, nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for partial or absolute divorce against the other in any court of competent jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. In the event any such action is instituted, the parties shall be bound by all of the terms of this Agreement with regard to property rights and support. If consistent with the rules of practice of the Court granting a decree of absolute divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in such decree; but notwithstanding such incorporation, this Agreement shall not be merged in such decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties, except as otherwise set forth herein.

ASSURANCES AND

MODIFICATIONS

THIRTEENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that any alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed, and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereto.

VOLUNTARY EXECUTION

FOURTEENTH: The parties hereto
declare that they fully

understand all the terms and provisions of this Agreement, that
each has been advised of his respective legal rights and liabilities
and that each signs this Agreement freely and voluntarily, acting
under the advice of independent counsel, and intending thereby
that this Agreement shall benefit and be binding upon the parties
hereto, and their respective personal representatives, heirs,
legatees, devisees, distributees and assigns, and all persons
claiming by or through them or any of them.

AS WITNESS the hands and seals of each of said parties
duly witnessed and acknowledged.

WITNESS:

Sam A. John

Anton Sober (SEAL)
ANTON SOBER, Husband

John S. Willis

Selene Sober (SEAL)
SELENE SOBER, Wife

STATE OF MARYLAND:

COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 2nd day of February
1982, before me, the subscriber a Notary Public of the State
and County aforesaid, personally appeared ANTON SOBER, known
to me, (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument and made oath in due
form of law, under the penalty of perjury, that he has read
said instrument in its entirety, that the facts and matters set
forth therein are true, and that he freely and voluntarily
executed the same for the purposes therein contained, and he
acknowledges that the date of separation contained in this
Agreement is true and that he voluntarily agreed to separate
as of that date and that both parties have in fact lived
separate and apart since that date.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Conrad Bunk
Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND:

COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 1st day of February
1982, before me, the subscriber a Notary Public of the State
and County aforesaid, personally appeared SELENE SOBER, known
to be, (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument and made oath in due
form of law, under the penalty of perjury, that she has read
said instrument in its entirety, that the facts and matters set
forth therein are true, and that she freely and voluntarily
executed the same for the purposes therein contained, and
she acknowledges that the date of separation contained in this
Agreement is true and the she voluntarily agreed to separate
as of that date and that both parties have in fact lived separate
and apart since that date.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Conrad Bunk
Notary Public

My Commission Expires: 7-1-86

ANN CHRISTINE FRYE * NO. 19362 EQUITY
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 PAUL LARRY FRYE * FOR
 Defendant * CARROLL COUNTY
 * * * * *

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{11th} day of ^{November-28/81} October, 1983, that the Plaintiff, ANN CHRISTINE FRYE, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, PAUL LARRY FRYE; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated October 2, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

John L. Burns
 JUDGE

RECEIVED IN
 CIRCUIT COURT
 CLERK OF COURT
 NOV 2 10 07 AM '83
 LARRY SUPLEY
 CLERK

THIS AGREEMENT, Made this ^{second} day of ^{October}, 1982, by and between ANN CHRISTIEN FRYE, hereinafter referred to as "wife," of Baltimore County, Maryland, and PAUL LARRY FRYE, hereinafter to referred to as "husband," of Carroll County, Maryland.

WHEREAS, unfortunate differences have arisen between the parties hereto and as a result thereof, the parties have mutually and voluntarily agreed to live separate and apart from each other, and pursuant thereto did separate and ceased to live and cohabit as husband and wife April 13, 1982.

WHEREAS, the wife and husband, by this Agreement are desirous of finally settling and determining their joint and several property and personal rights, all questions of alimony of the wife and husband, and to provide in said Agreement a complete and final settlement of all rights and interests of every kind and character, past, present, future, and after death, of each of the parties and the property and estate of the other, and

WHEREAS, this Agreement is without waiver or abandonment of any existing grounds for divorce which either party may have or of any defense that either party may assert against the other in any divorce action which may be brought in any court of competent jurisdiction.

WHEREAS, the parties hereto were married May 16, 1974, in Carroll County, Maryland, by a civil ceremony, and

WHEREAS, there were no children born of this marriage.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the mutual promises, covenants, agreements, and representations hereinafter set forth, and for other good and valuable considerations, the parties agree as follows:

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1. NOTWITHSTANDING THE MUTUAL INTENTIONS OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. IT IS ONLY BY THE EXPRESS WRITTEN LANGUAGE OF THE PARTIES HEREIN CONTAINED THAT EACH WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, AND UNDER THE ADVICE OF AN ATTORNEY OF HIS AND HER OWN CHOICE, EACH EXPRESSLY AND WITHOUT RESERVATIONS HEREBY COVENANTS, AGREES, RECITES AND DECLARES AS FOLLOWS:

A. That wife hereby expressly waives, releases and discharges absolutely and forever, all her right, claim and demand to alimony; alimony pendente lite; support and maintenance for herself from the husband, now or in the future.

B. That husband hereby expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony; alimony pendente lite; support and maintenance for himself from the wife, now or in the future.

2. The parties agree that neither one shall interfere with or molest the other nor endeavor in any way to exercise any marital control or rights over the other or to have any marital relations with the other or to exert any right to reside in the home of the other and each party agrees that the other shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each party represents and warrants to the other that he or she has not incurred any debts or made any contracts upon which the other or his or her estate may be liable other than those debts

or contracts incurred prior to this Agreement. Further, each party does hereby represent and warrant that he or she will not in future, pledge the credit of the other and each agrees that he or she will not, at any time hereafter, incur any debt or obligation for which the other or his or her estate may be or become liable. Each further agrees to indemnify and save harmless the other, his or her heirs and personal representatives, from any and all claims. The husband shall pay all debts of the parties arising from the marriage relationship and incurred up to the date of this Agreement and so indemnify and save harmless the wife therefrom, including the revolving charge account with Montgomery Ward presently in the wife's name, and currently, at the date hereof, in the amount of \$1,200.00.

4. The parties each represent to the other that they presently have no interest in any real property other than the residence during the marriage known as 3930 SUNSET DRIVE, HAMPSTEAD, MARYLAND, and owned by them as Tenants by the Entireties. It is agreed that subject to the hereinafter mentioned condition the wife shall relinquish to the husband all of her right, title and interest in and to the said real property if and only in the event that the husband shall cause the release of record of the wife as to the present joint mortgage obligations of the parties, namely, a first mortgage in the approximate amount of \$42,000.00, held by the Hampstead Bank of Carroll County or assigns, and a second mortgage in the approximate amount of \$8,000.00, held by Edgar Boerner or assigns, within six (6) months of the date of this Agreement. If such condition is not met within the said ^{twelve} ~~six~~ (12) month period, then the wife's interest in the said property shall continue, and the husband, in return for the right of full possession, including

the right to rent the property to others fully at his own risk, agrees that he shall pay all mortgages and expenses when due and comply with the provisions of all such mortgages to make all necessary repairs to the property and keep it in good condition, and agrees to hold the wife harmless from and indemnify her against any loss or expense of any nature whatsoever arising from his failure so to do; but provided the husband may at any time purchase from the wife the wife's interest in the said property upon payment to her, in cash or certified check, of one-half ($\frac{1}{2}$) the Fair Market Value of the property at the time of such purchase, to be determined by a real estate appraiser mutually selected by the parties, after deducting therefrom the normal seller's settlement costs and the amortized balance at that time of the two (2) aforementioned mortgages if paid according to present payment terms.

5. The personal property of the parties shall be equally divided between the parties. The joint account at Hampstead Bank has been divided equally, both parties receiving Two Hundred Fifty Dollars (\$250.00). The parties represent each to the other the correctness of this amount, and that they have no other bank or other savings or checking accounts, and no stocks or other assets of any nature not referred to herein. The furniture, household goods, and personal effects of the parties within the former residence of the parties shall be divided in accordance with Schedule A attached hereto, and made a part hereof.

6. The husband and wife each shall be responsible for his/her own counsel fees, and the husband shall be responsible for all court costs of any action for divorce filed in connection herewith, including the Examiner-Master.

7. The parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs,

personal representatives and assigns, all claims, demands, counts and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might have now or which they may hereafter have as husband, wife, widow, widower, or next of kin, successor or otherwise, in and to any property real, personal or mixed, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including the rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail to define or to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

9. This Agreement contains the entire understandings of the parties, and each of the parties hereto warrants that he or she has carefully read and understands this entire Agreement and is fully cognizant of the terms thereof, and has been and is fully

and fairly advised by counsel of his or her own respective choosing, (or has voluntarily waived the right to counsel after being advised of such right), of his or her respective legal rights or obligations with respect to all matters covered by this Agreement, including the possible rights of both husband and wife to receive alimony or support.

10. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto, the date and year first written above.

WITNESS:

Paul L. Frye
As To Wife

Paul L. Frye
As To Husband

Ann Christien Frye (SEAL)
ANN CHRISTIEN FRYE

Paul L. Frye (SEAL)
PAUL LARRY FRYE

STATE OF MARYLAND, COUNTY OF Baltimore, to Wit:

I HEREBY CERTIFY that on this 16th day of August, 1982, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared ANN CHRISTIEN FRYE, and she acknowledged the foregoing Agreement to be her act and deed and that she also made oath in due form of law that the matters set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

Bartholomew H. Shaffner
Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND, COUNTY OF _____, to Wit:

I HEREBY CERTIFY that on this 2 day of Oct, 1982, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared PAUL LARRY FRYE, and he acknowledged the foregoing Agreement to be his act and deed and that he also made oath in due form of law that the matters set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

Edmund D. Smith
Notary Public

My Commission Expires: July 86

SCHEDULE A

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF AGREEMENT BETWEEN ANN CHRISTIEN FRYE and PAUL LARRY FRYE IMMEDIATELY PRECEDING, AND IS ADAPTED THEREIN.

IT IS HEREBY AGREED BETWEEN THE PARTIES TO SAID AGREEMENT THAT HUSBAND shall have the contents of the aforementioned property known as 3930 Sunset Drive, Hampstead, Maryland, Carroll County, EXCEPTING that the WIFE shall receive the following items of personal property:

The living room sofa, chair, and ottoman.
One-half the houseware items-i.e. dishes, cooking utensils, linens, etc., as shall be mutually agreed upon.
The hall wall sconces and gold plaques.
The sirrocco butterflies in bathroom.
The floor length mirror.
The floral picture and shelf in the bedroom.
The wall divider in the spare bedroom.
The clock in the spare bedroom.
The personal affects of Wife therein.

FURTHER, the HUSBAND shall retain title to the 1981 Citation Chevrolet automobile and the WIFE shall retain title to the 1980 Mustang Ford automobile; both parties agreeing to change the title thereto to his or her sole name, and to each hold to other harmless against any outstanding liens thereon.

FURTHER, BOTH PARTIES release any interest he or she might have in any retirement, IRA account, or insurance policies the other presently has, or might in the future have.

Ann Christine Frye
ANN CHRISTIEN FRYE

Paul L. Frye
PAUL LARRY FRYE

JEAN MARIE GRAY * NO. 19562 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
PHILIP LeROY GRAY * FOR
Defendant * CARROLL COUNTY
* * * * *

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this *2nd* day of *November* 1983, that the Plaintiff, JEAN MARIE GRAY, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, PHILIP LeROY GRAY; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated December 8, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul R. Bunn
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
Nov 2 10 07 AM '83
LARRY WHITLEY
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of December, 1982, by and between PHILIP LEROY GRAY, of Carroll County, Maryland, herein called "Husband", and JENA MARIE GRAY, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on December 24, 1966, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about July 10, 1982, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of

EXHIBIT A

each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

SECOND: That the care, custody and control of the three children born of this marriage, namely, DONALD WILLIAM GRAY, born February 25, 1968, JUNE MARIE GRAY, born July 13, 1969, and THOMAS ZANE GRAY, born March 4, 1971, shall be with and shall remain with the husband, provided, however, that there shall be reasonable rights of visitation to wife, which shall include, but not be limited to, every other weekend from Friday evening until Sunday evening, one night per week, one-half of the major holidays (said holidays to include New Year's, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and the children's birthdays), said holidays to be alternated every other year, and wife's vacation as scheduled through her employer.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Wife shall pay to husband the sum of ONE HUNDRED DOLLARS (\$100.00) a month per child for the support and maintenance of each child for each month the child is in the custody of husband until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

Wife agrees to maintain a Blue Cross and Blue Shield medical and dental policy on husband and the minor children of the parties. It is agreed and understood by and between the parties that wife will maintain said policy with regard to the husband until such time as a final Decree of Divorce is awarded between the parties. Wife further agrees to maintain the aforementioned policy with regard to the children until such time as said children reach the age of eighteen (18), marry, become self-supporting or die, whichever shall first occur. It is understood and agreed by and between the parties

that wife will be responsible for any and all medical expenses incurred on behalf of the aforementioned minor children which are not covered by the aforementioned Blue Cross/Blue Shield insurance policy, it being understood that wife's responsibility for uncovered expenses only extends to the first \$500.00 of said uncovered expense. For any medical expenses that exceed \$500.00 per calendar year, it is agreed by and between the parties that each party will pay one-half of said uncovered medical expenses.

It is agreed by and between the parties that wife will ^{pay} maintain a life insurance policy through her place of employment, in an amount equal to her annual salary, wherein she designates the beneficiary of said policy to be the minor children of the parties. It is understood and agreed by and between the parties that husband will serve as Trustee for the minor children of the parties as long as they remain beneficiaries of said insurance policy. Wife's obligation to maintain the aforementioned policy will exist until such time as the youngest living child of the parties reaches the age of eighteen (18), marries, becomes self-supporting or dies, whichever shall first occur.

Wife shall have the right to claim Donald William Gray, June Marie Gray and Thomas Zane Gray as dependents for the purposes of annual Federal and State Income Tax Returns.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto wife all of his right, title and interest in and to wife's Bell Savings Plan, a Certificate of Deposit (in the approximate amount of \$10,000.00), cash in the amount of \$5,000.00, Savings Bonds (in the approximate amount of \$200.00), and 1982 Subaru car.

(c) Release and discharge wife from any and all obligations of further support, except as herein provided, and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at

all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto husband all of her right, title and interest in and to proceeds from a mortgage on a parcel of property known as 1708 Fair Hill Road, Edgewood, Maryland 21037 (originally in the approximate amount of \$46,000.00) and all rights to receipt of payments due from Kevin Sippel on a personal loan (originally in the approximate amount of \$20,000.00), and a collection of pocket watches presently in the possession of husband.

(c) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

(d) Agree to pay to husband the sum of SEVENTY-FIVE DOLLARS (\$75.00) per month as non-technical alimony from November 15, 1982, until July 15, 1985. It is understood and agreed by and between the parties that this non-technical alimony will terminate forever on July 15, 1985, and shall not be subject to Court modification.

FIFTH: Husband and wife acknowledge ownership of the marital residence located at 2626 Sandymount Road,

Finksburg, Maryland, and a one-half acre building lot used by the parties as a garden, both parcels of property being owned as tenants by the entireties. Wife agrees to transfer any and all interest that she may have in the one-half acre building lot to husband. It is agreed by and between the parties that husband will have the right to reside in the house and to use said house as a family use dwelling until such time as the youngest living child of the parties reaches the age of eighteen (18). It is further agreed and understood by and between the parties that at such time as the youngest living child of the parties reaches the age of eighteen (18), the marital residence will be sold and after all encumbrances and expenses of sale have been paid, the proceeds will be divided equally between husband and wife. It is further agreed and understood that unless the parties agree to the contrary, said house will be listed for sale with a reputable real estate broker in Carroll County, Maryland, for purposes of sale. In the event that the parties cannot agree upon a real estate broker, each party will choose an independent broker and the two brokers will designate a third broker to handle the sale of the aforementioned property. It is further understood and agreed by and between the parties that husband and wife will be jointly liable for all payments of real estate taxes and homeowner's insurance on the aforementioned property.

SIXTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or

any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

SEVENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

EIGHTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce and pay his or her counsel fees and court costs with respect thereto.

NINTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

TENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

ELEVENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TWELFTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

THIRTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FOURTEENTH: Husband and wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Richard A. Brown

Philip Leroy Gray (SEAL)
PHILIP LEROY GRAY

John L. Brown

Jena Marie Gray (SEAL)
JENA MARIE GRAY

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of November, 1982, the above-named PHILIP LEROY GRAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Anna M. Godwin
Notary Public



STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20th day of November, 1982, the above-named JENA MARIE GRAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Anna M. Godwin
Notary Public

BOOK 21 751

JUANITA B. RITTER * NO. 19618 EQUITY
Plaintiff * IN THE
vs. * CIRCUIT COURT
CHARLES V. RITTER, SR. * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{2nd} day of ~~October~~ ^{November 2nd}, 1983, that the Plaintiff, JUANITA B. RITTER, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, CHARLES V. RITTER, SR.; and

It is further ORDERED that the guardianship and custody of the infant children of the parties, DESIREE DAWN RITTER (born April 18, 1971) and CHARLES VINCENT RITTER, JR. (born December 18, 1975) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the further jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff the sum of Thirty Seven Dollars and Fifty Cents (\$37.50) per week per child for the support of the infant children of the parties, subject to the further order of this Court; and

It is the further finding of this Court that the Defendant is in arrears to the extent of One Hundred Twelve Dollars and Fifty Cents (\$112.50) as of October 4, 1983; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated March 31, 1979 and the Addendum thereto dated July 12, 1983, both filed in this cause, be and the same are hereby made a part hereof as if fully

Filed November 2 1983

BOOK 21 752

set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rutek Bunn

JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT made this 31ST day of MARCH, 1979, by and between CHARLES VINCENT RITTER, hereinafter referred to as "Husband" and JUANITA BEULAH RITTER, hereinafter referred to as "Wife", Witnesseth:

WHEREAS, the parties were married on July 18, 1970 by a religious ceremony in Carroll County, Maryland; and

WHEREAS, two children were born of this marriage, namely Desiree Dawn Ritter born on April 18, 1971 and Charles Vincent Ritter, Jr., born on December 18, 1975; and

WHEREAS, on May 15, 1979 the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to live separate and apart; and

WHEREAS, the parties have agreed voluntarily and mutually to live separate and apart from one another for the rest of their lives; and

WHEREAS, it is the intention of the parties that by the execution of this Agreement all questions of property rights, maintenance, support, alimony and other rights of either party growing out of their marriage relationship or otherwise be settled and determined without regard to whether any decree of divorce may be obtained by either party hereto; and

WHEREAS, each party hereto, prior to the signing of this Agreement, was advised and fully understands his or her right to counsel of his or her own independent selection and each party is entering into this Agreement with full knowledge of the extending value and character of all rights and property involved and without any misrepresentation, fraud, duress or coercion on the part of the other and freely and voluntarily enters into this Agreement for the purposes set forth and with the intent of fully settling and determining all of the respective rights, obligations and properties of the parties hereto.

Ph +1
10/4/83
Ph

RECEIVED IN
CIRCUIT COURT
AUG 5 10 57 AM '83
LARRY W. HURLEY
CLERK

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises, of the mutual promises herein contained, and the sum of One Dollar (\$1.00) to each in hand paid to the other, the receipt of which is hereby respectively acknowledged, Husband and Wife agree as follows:

1. Neither Husband nor Wife shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other or to exert or demand any right to reside with or in the home of the other.

2. Husband and Wife covenant and agree as follows:

A. That the care and custody of the minor children of the marriage shall be awarded to the Wife and the Husband shall have the right to visit said minor children at all reasonable times and places consistent with the health, education and welfare of said children. Husband shall give reasonable notice to Wife of desired times of visitation.

B. That the Husband shall pay directly unto the Wife the sum of Thirty-seven Dollars and Fifty Cents (\$37.50) per week, per child for the support and maintenance of each of the two minor children of the parties, accounting from the date of the execution of this Agreement. Said payments with respect to each child shall cease and terminate when each said child reaches his or her majority, dies, marries or becomes self supporting. The Wife shall not seek the enforcement of this child support obligation during such times that the Husband is unemployed. Husband and Wife realize that any provisions made for custody of minor children and the support thereof are subject to modification by the Court.

C. Husband agrees that he will obtain and maintain in full force and effect for the benefit of each said minor child health and accident insurance and major medical coverage or their equivalent, and further, Husband agrees to be responsible for and pay the premium, if any, for said policy and/or policies.

3. The parties hereto agree that in the event of any action for divorce that may be brought by either the Husband or Wife in any Court of competent jurisdiction, the parties will each pay their own counsel fees and shall make no claim upon the other party for the same.

4. The parties agree that all court costs and other expenses necessary to obtain a divorce shall be paid by the party commencing the action for divorce.

5. Each of the parties hereby covenants and agrees, and they do by these presents agree to waive any and all claims for alimony, maintenance and support, past, present and future, against each other, it having been explained to them and recognized by them that by the execution of this Agreement, either party cannot, at any time in the future, make any claims against the other for alimony, support and maintenance.

6. Husband and Wife further agree that prior to the signing of this Agreement all the household furnishings and articles of personal property which have heretofore been used by the parties in common have been divided between them to their mutual satisfaction, and neither party will make claim to or for any of said items which are in the possession or under the control of the other.

7. Neither party has incurred any debts or obligations since the separation that will obligate the other except as have been incurred by the signatures of both parties and neither shall hereafter incur such indebtedness or obligations that is binding on the other. From the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other, and each agrees to hold harmless and indemnify the other against any liability in connection with any and all such future debts or obligations, and further each agrees that he or she will do nothing which might result in a lien on the property of the other.

8. Except as provided in this Agreement, each party has released and discharged, and by this Agreement does for himself or herself and his or her heirs, personal representatives and assigns, release and discharge the other of and from all cause of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties ever had or now has against the other.

9. Except as herein otherwise provided, each party may dispose of his or her property in any way; and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire under the present or future laws of any jurisdiction, to share in the property or estate of the other as the result of the marital relationship, including, without limitation, all rights of statutory share or interest, dower, curtesy, halves or thirds, and all rights, interest and estates as heirs at law or distributees, whether by statute or common law, of the other party. Further, each of the parties agree that in the event of the death of the other, the surviving party shall waive all the rights to Letters of Administration to which each survivor may be entitled and shall permit any Will of the other to be probated and Letters of Administration to be taken out by any person or corporation therein named, without opposition. Further, each party agrees that he or she will, at the request of the other, or his or her representative, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

10. A. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction based upon future or past conduct of the other, nor to bar the other from defending any such suit. In the event any such action is instituted, the parties shall be bound by all of the

terms of this Agreement. If consistent with the rules of practice of the Court granting a Decree of Absolute Divorce, the provisions of this Agreement shall be approved and made a part of any Decree of Divorce.

B. Should any Court fail to or decline to incorporate this Agreement or any provision thereof in said Decree, then, and in that event, the parties for themselves, their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions thereof. It is specifically understood and agreed that the incorporation in any such decree of this Agreement or any provision thereof, shall not operate as a merger, but that all of the terms of this Agreement as well as of said Decree, shall continue to enure to the benefit of and to be binding upon the parties, their respective heirs, personal representatives and assigns.

11. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all documents and papers, deeds, insurance policies, endorse any checks, and to cooperate in every way necessary to carry out the provisions of this Agreement to the full extent so as to fully effect the intent as set forth herein.

12. Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin and personal representatives of the parties.

13. If any of the provisions of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless be continued in full force and effect.

14. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

15. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with

the same formality as this Agreement. The parties further agree that all the terms and provisions contained in this Agreement shall not be subject to change or modification by any Court whatsoever. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any of the provisions of this Agreement in the event of any subsequent default of the same or similar nature.

16. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Witness:

Charles Vincent Ritter (SEAL)
CHARLES VINCENT RITTER

Juanita Beulah Ritter (SEAL)
JUANITA BEULAH RITTER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 31st day of March, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of CARROLL, personally appeared JUANITA BEULAH RITTER, the Wife named on the foregoing Agreement, and she made oath in due form of law that she executed the foregoing Agreement and acknowledged that same is her voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

C. Hale Kaper
Notary Public
My Commission expires July 1, 1982.

STATE OF MARYLAND, COUNTY OF *Chesapeake*, to wit:

I HEREBY CERTIFY that on this *31st* day of *March*, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of *Chesapeake*, personally appeared CHARLES VINCENT RITTER, the Husband named in the foregoing Agreement, and he made oath in due form of law that he executed the foregoing Agreement and acknowledged that same is his voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

C. L. K. Kipper
Notary Public

My Commission expires July 1, 1982.

ADDENDUM AGREEMENT

This Addendum Agreement made this *12th* day of *JULY*, 1983, by and between CHARLES VINCENT RITTER, "Husband" and JUANITA BEULAH RITTER, "Wife", Witnesseth:

WHEREAS the parties hereto executed a written Separation Agreement under date of March 31, 1979, and

WHEREAS the parties now wish to reaffirm said Agreement of March 31, 1979 and to make certain additions thereto, all as of the above date noted.

1. The parties reaffirm their mutual and voluntary agreement to separate and affirm that they have been so separated continuously since May 15, 1979.
2. The parties reaffirm their desire to award custody of the two minor children of the parties to the Wife (Paragraph 2. A.) and that Husband has reasonable and liberal visitation privileges with said children. The parties now further agree to keep each other informed of their address of residence and any changes thereto that may occur. Husband shall give Wife ample notice of any intended visit with the children and both parents shall cooperate fully in working out visitation schedules, with the childrens' best interest always being the parents paramount interest and concern.
3. The parties reaffirm that Husband shall pay to Wife the sum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per week, per child for a total of Seventy Five Dollars (\$75.00) per week towards the support and maintenance of the parties two minor children (Paragraph 2. B.) and Wife hereby agrees to forgive, release and waive any rights she may have to collect any alleged arrears of said child support under the prior Agreement dated March 31, 1979 to the date of this Addendum Agreement.

Ph #2
10/4/83
OBERT G. CARR
ATTORNEY AT LAW
SUITE 904
HUTABLE TOWSON BLDG
COURT HOUSE SQUARE
TOWSON MD. 21202

4. The parties reaffirm Paragraph 2. C. of their Separation Agreement dated March 31, 1979 concerning Husband maintaining certain types of medical insurance for the benefit of the minor children. The parties now further agree the Husband shall supply to Wife the necessary documentation that such insurance is in full force and effect and such evidence shall be supplied on at least an annual basis and further Husband shall furnish Wife immediately with the necessary card, or other such document, to be given to a medical supplier upon presentation of a claim.

Husband further agrees to cooperate with Wife in presenting and processing necessary claims under said insurance when presented and Wife hereby waives any right she may have to collect any alleged sums due for any past breaches by Husband of the medical insurance clauses referred to above, to the date of this Addendum Agreement.

5. The parties hereby reaffirm their mutual waivers of alimony as expressed in Paragraph 5 of their Separation Agreement dated March 31, 1979.

6. The parties now additionally hereby mutually release, waive, surrender and assign, all claims, demands, accounts and causes of action which either of them may have against the other or his or her property, whether arising out of the marriage or otherwise and including any claim arising under Maryland Code (1978 Cum. Supp.), Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07 or any amendments thereto.

In all other respects the written Separation Agreement between the parties dated March 31, 1979 is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
HUTABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

WITNESS: (as to Wife)

Juanita Beulah Ritter (SEAL)
JUANITA BEULAH RITTER

WITNESS: (as to Husband)

Charles Vincent Ritter (SEAL)
CHARLES VINCENT RITTER

STATE OF MARYLAND, COUNTY OF *Baltimore* TO WIT:

I HEREBY CERTIFY that on this *1st* day of *July*, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county and state aforesaid, personally appeared JUANITA BEULAH RITTER, one of the parties to the foregoing instrument and she made oath in due form of law that the matters and facts set forth in the foregoing Addendum Agreement with respect to the changes, additions and reaffirmation therein are true and correct as stated and she acknowledges said Addendum Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Carlton E. Boush
Notary Public

My Commission Expires: *7/1/83*

STATE OF MARYLAND, COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this *12* day of *July*, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county and state aforesaid, personally appeared CHARLES VINCENT RITTER, one of the parties to the foregoing instrument and he made oath in due form of law that the matters and facts set forth in the foregoing Addendum Agreement with respect to the changes, additions and reaffirmation therein are true and correct as stated and he acknowledges said

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
HUTABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

BOOK 21 PAGE 763

Addendum Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Charles E. Hood
Notary Public

My Commission Expires: _____

My commission expires July 1, 1986.

OBERT G. CARR
ATTORNEY AT LAW
SUITE 904
201 FABLE TOWSON BLDG
COURT HOUSE SQUARE
TOWSON, MD. 21202

-4-

BOOK 21 PAGE 764

GREGORY CLARK DAVY	*	NO. 19462 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
ARDYTH ANN DAVY	*	FOR
Defendant	*	CARROLL COUNTY
*****	*	*****

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this *2nd* ^{*November-28th*} day of ~~October~~, 1983, that the Plaintiff, GREGORY CLARK DAVY, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, ARDYTH ANN DAVY; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Lyle E. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY
NOV 2 10 06 AM '83
LARRY E. SHIPLEY
CLERK

LINDA J. COYNE : No. 19651 Equity
 Plaintiff : in the
 vs : Circuit Court
 RICHARD P. COYNE : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Linda J. Coyne, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Richard P. Coyne; and

It is further ADJUDGED, ORDERED and DECREED that the Separation Agreement by and between the parties hereto, dated June 24, 1983 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the matters of custody of the minor children of the parties, child support, visitation, and payments to Plaintiff shall be as spelled out in said Separation Agreement; subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke C. Bump
 Judge

RECEIVED IN
 CLERK'S OFFICE
 MAY 7 3 15 PM '83
 LARA A. HUBLEY
 CLERK

SEPARATION AGREEMENT

THIS AGREEMENT, made this 24 day of June, 1983, by and between LINDA J. COYNE, hereinafter called "Wife", Party of the First Part, and RICHARD P. COYNE, hereinafter called "Husband", Party of the Second Part.

EXPLANATORY STATEMENT

The Parties were married by a religious ceremony on November 1, 1969. Two children have been born to them as a result of the marriage, namely KRISTIN and KEVIN.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the Parties, they do hereby covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the Parties of any grounds for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.
2. The Parties, having heretofore mutually agreed to separate and voluntarily live separate and apart, in separate places of abode, without any cohabitation and having done so since January 25, 1982, do hereby expressly agree to continue to do so, and do hereby declare that neither of them has made any bona fide attempt at a reconciliation. Neither of the Parties shall interfere with or molest the other nor endeavor in any way to exercise any marital control or right over the other, or to have marital relations with the other, or to exert or demand any right to reside in the home of the other. Each Party shall be free to go his or her own respective way as fully, and to the same extent as if they had never been joined in matrimony.
3. In consideration of the mutual covenant and agreement of the Parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the Wife hereby waives alimony and her rights to support and maintenance by the Husband, except as specifically provided herein, and waives any claim against Husband's retirement pension. Husband hereby waives any such rights to alimony, support or retirement benefits from Wife.
4. a. The minor children of the Parties shall remain in the joint

legal custody of Husband and Wife. Although the children shall primarily reside with the Wife, Husband shall continue to be afforded equal rights, responsibilities, and participation in guiding the care and upbringing of the children during their minority, and will provide living space for the children at his residence.

b. The parties agree that the major decisions regarding the children's health, welfare, education, and upbringing shall be made jointly, after discussion and consultation with one another. The only exception to this provision shall be that of a life-threatening emergency.

c. Each parent shall be entitled to complete information from any doctor, dentist or other health specialist attending the children during their minority, and to have copies of any reports given to either of them as parent. Each parent shall be entitled to complete information from any teacher or school which they may attend, and to have copies of any report given to either of them as parent.

d. Husband and Wife agree that the following rules will operate in the parenting of the children, and may be altered only by mutual consent:

(1) The children will spend every other weekend with Husband, on a mutually convenient basis, as well as one evening per week. Except for those times when Husband is visiting the children at the Streaker Road home, Husband will pick up the children for their visits with him and will bring them home afterwards. This visitation schedule may not be pre-empted by other plans without the mutual consent of both parents.

(2) Unscheduled or unannounced visits by one parent to the other's residence shall be avoided. Parents shall contact each other in advance to request permission to visit the other's residence, unless the visit is pursuant to a regularly-scheduled pick-up of the children. The Parties agree that they may request that the other parent provide back-up support for caring for the children, but the other parent accepts at his or her option and is under no specific obligation to do so.

(3) Parents may not speak against each other in the presence of the children nor be critical of the other parent. To the greatest extent

possible, the children shall be left to form their own opinion about each parent.

(4) When relatives come to visit either parent, reasonable schedule allowances shall be made by the other parent. The other parent shall be notified as far in advance as possible, and the schedule allowances mutually worked out. When Husband's mother comes to visit, Husband shall be responsible for making any necessary arrangements so that Wife need not have any contact with Husband's mother beyond that specifically desired by Wife.

(5) Both parents shall make every effort to reside in reasonably close proximity to the children. Should Wife find it necessary or desirable to relocate her residence beyond a reasonable proximity to Husband, both parties shall consider in good faith the merits of maintaining the children in the Streaker Road home under care of Husband, and will give weight in the decision on this matter to the children's desires. Should Husband find it necessary or desirable to relocate his residence beyond a reasonable proximity, he shall be responsible for any extraordinary expenses (airfare, etc.) incurred in fulfilling visitation rights.

(6) Both Parties will permit the children to place to, or receive from the other parent, reasonable telephone calls.

(7) Vacations or special trips with either parent will serve as a basis for exception to the normal schedule. Two weeks total of vacation per parent per year is allowable, unless otherwise agreed, and may be taken as a block or split into one-week vacations. The dates for these vacations shall be established each year by April 15th. For the first year, Husband will take care of the Streaker Road home and the dog when Wife is vacationing with the children. If mutually agreeable to both parents, special trips in addition to the above may be arranged.

(8) Holidays (Christmas, New Year's, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving), Kristin's birthday and Kevin's birthday will be arranged as follows: Thanksgiving (Wednesday evening through Friday evening), New Year's Day, and the Fourth of July will be divided equally between the parents, over the course of two years (e.g. one year the children

will spend Thanksgiving and the Fourth of July with their father and New Year's Day with their mother; the next year the schedule is reversed). The children will spend half of Christmas with each parent, with morning and afternoon times alternating yearly between parents. For 1983, the children will spend the period of time between Christmas and New Year's with Husband and his mother. For Easter, the children will spend the day with Husband and the evening with Wife. The children will spend Labor Day with Wife. They will spend Memorial Day and Columbus Day Weekend with Husband. If the children are with Husband on Mother's Day, Husband will help the children celebrate the holiday by aiding them in obtaining cards/gifts and bringing them to see Wife early enough for a celebration. Wife will do the same vis-a-vis Husband if the children are with her on Father's Day.

5. The effective date of this Agreement is June 1, 1982, and all periods of time referred to herein shall be counted from that date.

6. The Parties possess certain personal and household property. All those items of property inventoried on the attached schedule marked as "LINDA J. COYNE" shall become the sole possessions of the Wife. All those items of property inventoried on the attached schedule marked "RICHARD P. COYNE" shall become the sole possessions of Husband. All those items inventoried on the attached schedule marked "LINDA AND RICHARD COYNE" shall be divided approximately equally to the mutual satisfaction of the Parties. All other property or assets of whatever kind, not mentioned herein, shall become the sole possession of the Party now in possession of said property or asset. Bank accounts and money market funds, in particular, have already been divided to the satisfaction of the Parties.

7. a. The Parties jointly own real property located at 527 Streaker Road, Sykesville, Maryland. This property was purchased for \$75,000.00, and is currently encumbered by a mortgage of less than \$55,000.00. There is therefore, at least \$20,000.00 equity in the property. Wife may continue to reside on this property with the children, and Husband shall make the mortgage payments, subject to the provisions of this Agreement. If the property is sold before April 30, 1985, the Parties shall divide the proceeds equally.

b. So that Husband will have the option of recovering his equity

in this property, the Parties will meet in April, 1985, and arrange to have the house appraised. The Parties will attempt to find an investor willing to purchase Husband's 50% equity in the property (based on a valuation of at least 95% of the appraised value, minus the balance remaining on the mortgage).

c. If an investor is not willing to purchase Husband's equity, the following provisions shall govern the eventual sale of the property and distribution of the proceeds:

(1) If the property is sold between May 1, 1985 and May 31, 1988, Husband shall receive 60% of the equity (net proceeds) and Wife shall receive 40%.

(2) If the property is sold between June 1, 1988 and May 31, 1992, Husband shall receive 65% of the equity (net proceeds) and Wife shall receive 35%.

(3) In any event, the property shall be placed for sale after June 1, 1992. Husband shall receive 75% of the net proceeds and Wife shall receive 25%.

(4) Notwithstanding any of the above, the Parties may, by mutual agreement at any time, attempt to find an investor to purchase Husband's equity. The investor would purchase that portion of the equity allocable to Husband at that date.

(5) Notwithstanding any of the above, if Wife has, pursuant to section 8 hereof, assumed payment of 50% of the mortgage and insurance payments, she shall be entitled to receive such portions of the net proceeds on final sale of the property as she would have received if the property had been sold on the date she began paying 50% of the mortgage and insurance payments. This 50% shall be implemented as either a reduction in Husband's other monthly liabilities or as a cash contribution from Wife to Husband, and Husband shall continue to claim full property tax and full mortgage interest for income tax purposes.

8. a. For the next ten (10) years, unless Wife remarries, Husband shall pay directly the mortgage payment of \$665.00 per month on the house at 527 Streaker Road, Sykesville, Maryland, by the fifth of the month and pay the

yearly homeowners' insurance of \$330.00. Each September, Husband shall provide \$170.00 towards the price of two cords of wood and each March, Husband shall provide \$200.00 for heating oil. This aspect of the support will enable the children to maintain their current residence.

b. If Wife remarries or cohabitates during the next ten (10) years, Husband's obligation regarding the mortgage payments, homeowners' insurance, and funds for fuel would be reduced by 50%. Husband's monthly mortgage payments would then be \$332.50, his yearly obligation for homeowners' insurance would be \$115.00, and his obligation for fuel would be \$185.00. Upon remarriage or cohabitation, Wife would have the same obligation as Husband for the monthly mortgage payments, and the same obligation for homeowners' insurance and fuel.

c. For three (3) years from the date of final divorce, the Parties shall equally bear the costs of any reasonably necessary maintenance and repairs to the Streaker Road home. After that period, Husband shall contribute to necessary major repair expenses if said expenses are beyond the financial resources of the Wife at the time that the expense is incurred.

9. a. In addition to the payments required by section 8, for the first year following the effective date of this Agreement, Husband shall pay to Wife the sum of \$473.00 per month. After the first year, and for every year thereafter through the tenth year, this amount shall be increased by the same percentage as Husband annual cost-of-living salary increase. Note that, pursuant to the allocation schedule in section 10, the full amount prescribed in this section may not necessarily be payable.

b. During any year in which Wife's own income, not including payments to her by Husband under this Agreement, is less than \$2,160.00 per year, Husband shall pay Wife an additional \$150.00 in each of the two months of the year in which he receives three paychecks.

10. The amount of support will vary as the children grow older and require more financial support up to the age of eighteen (18). In addition, Wife's needs will gradually decrease as her self sufficiency increases over the ten (10) years after the effective date of this Agreement. The following sche-

dule reflects the allocation of the support provided by section 9 hereof, and excludes the payments made for housing under section 8 hereof. Note that, for example in the final year only 45% of the amount required by section 9 will be paid.

First three years: Kristin 40%, Kevin 40%, Wife 20%

Next three years: Kristin 40%, Kevin 40%, Wife 10%

Next one year: Kristin 45%, Kevin 45%

Final three years: Kevin 45%

11. Husband will provide health insurance coverage for the children, and will provide coverage for Wife until the effective date of their divorce.

12. Husband will claim Kristin and Kevin as dependents for federal and state income tax purposes. Husband will be entitled to all deductions for interest and taxes as long as he makes the full mortgage payment on the 527 Streaker Road property.

13. The Parties agree to make reasonable financial contributions to the college education of the children.

14. If Husband becomes disabled, he shall continue to meet his support obligations from disability pay and insurance, to the best of his ability.

15. The Parties agree to continue their present decreasing term life insurance policies in effect, and agree to continue each other as primary beneficiary of each policy. Husband will pay all life insurance premiums, currently amounting to approximately \$52 month, until May of 1985. Wife will pay the premium for the insurance on her life, currently approximately \$20 month, beginning in June of 1985 and Husband's liability will decrease by that amount.

16. For one year from the effective date of this Agreement, Husband will pay the premiums on Wife's automobile insurance. After that time, each Party will be responsible for his or her own automobile insurance.

17. The Parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or any other

right in any property which either of said Parties may now own or hereafter acquire, including the execution and the delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

18. With the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the Parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

19. The Parties covenant that in the event that a dispute should arise with respect to the interpretation of implementation of any provision of this Separation Agreement, prior to initiating any Court action, the Parties shall mediate the issues in contention. This mediation shall consist of one or more sessions of good-faith negotiations with Dr. Wayne Bohannon or a disinterested third party selected by mutual agreement of the Parties.

AS WITNESS the hands and seals of the Parties hereto, the day and year first above written.

WITNESS:

Charles R. Gifford Linda J. Coyne (SEAL)
Charles R. Gifford Richard P. Coyne (SEAL)
 Richard P. Coyne

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 21st day of June, 1983, before me the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared LINDA J. COYNE, the above-mentioned wife, and she made oath in due form of law and under the penalties of perjury that she is competent to be a witness and that she executed the foregoing Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the parties.

AS WITNESS, my hand and Notarial Seal.

Charles R. Gifford
 Notary Public
 My commission expires: 7-1-86

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 21st day of June, 1983, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personal appeared RICHARD P. COYNE, the above mentioned husband, and he made oath in due form of law and under the penalties of perjury that he is competent to be a witness and that he executed the foregoing Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the parties.

AS WITNESS, my hand and Notarial Seal.

Charles R. Gifford
 Notary Public
 My commission expires: 7-1-86

Property List: Linda J. Coyne

Master Bedroom:

- 1 Queensize bed (head-board, frame, springs, and mattress)
- 1 antique chair
- 1 lamp
- 2 bed spreads (1 white; 1 blue & white)
- 2 sets of curtains/draperies
- 4 sets bed sheets
- jewelry (gold chains, diamond ring)
- 1 mirror
- 1 Manorod Reese limited print
- 4 pillows
- 2 antique tables
- 1 typewriter
- 1 7-drawer dresser

Spare Bedroom:

- 2 sets curtains/draperies
- 1 picture
- 1 sewing machine

Bathrooms:

- 2 bathmats
- 1 hairdryer
- 3 linens
- medicine (24 items)
- 1 set butterfly pictures
- 1 print (blue & white)
- 1 sea shell display
- 4 decorator fans
- 2 toilet seat covers

Dining Room:

- 12 place setting Nortaki china
- 2 sets curtains/draperies
- German glassware (1 set of 4)
- 6 tablecloths
- 2 sets placemats
- 1 brass chandelier
- 5 pictures (2 fruit, 3 Williamsburg)
- 3 place setting-Paul Revere (stainless)
- 1 oval maple table with 4 matching maple chairs
- 3 place settings of wine, dessert, & water glasses

Family/Recreation Room:

- 1 clock
- 1 extension phone
- 2 pictures (1 Andrew Wyeth print, 1 oil painting)
- 1 color television
- 1 chair

Hallway:

- 1 brass weather station
- 1 brass compass
- 1 mirror (foyer)
- 1 duck print
- 1 chest
- 10 coats
- gloves, hats, boots, etc.

Kitchen:

- 3 brooms/mops
- 4 black chairs
- 8 place setting cutlery
- 8 place setting Yorktown dishes
- 1 coffee pot
- 1 fry pan
- 1 blender
- 1 juicer
- 1 crock pot
- 1 food mixer
- groceries (pantry & cupboards)
- 8 place setting stainless kitchen utensils
- 1 refrigerator
- 1 vacuum cleaner
- 1 canister set
- 1 spice rack
- 12 stainless pots & pans

Living Room:

- 1 sleep sofa
- 3 brass plaques
- 10 plants
- 1 cherry desk
- 5 panels draperies
- 2 lamps/fixtures
- 1 cherry mirror
- 2 pictures
- 1 end table
- 3 flower arrangements
- 2 glass hurricane lamps
- 1 cherry coffee table
- 3 antique vases

Utility Room:

- 1 GE dryer
- 1 washer

Garage:

- 1 lawn mower
- 5 pieces outdoor furniture

Miscellaneous:

- 1 hamper
- 1 electric heater
- 3 suitcases
- 1 calculator
- 1 iron
- 1 ironing board
- Christmas decorations
- 1 gas grill
- 1 1978 Chevrolet Station Wagon

Property List: Richard P. Coyne

Master Bedroom:

- 1 antique stool
- 1 chest
- 1 brass lamp
- 1 Baltimore print
- 1 B/W television

Spare Bedroom:

- 1 Birdseye maple bedroom suite
- 1 rug
- 1 wicker rocker
- 1 white chest
- 2 pillows
- 1 bedspread
- 2 blankets & 1 electric blanket
- 2 sets of bed sheets

Bathrooms:

- 1 radio
- 1 scale

Dining Room:

- 1 Ethan Allen Maple Buffet
- liquors/wines
- 1 silver vegetable dish

Family/Recreation Room:

- 1 bookcase
- 1 Andrew Wyeth
- 2 wingback chairs
- 2 TV games
- 1 sleep sofa
- 1 AM/FM radio
- 3 stacking tables
- 1 1837 Solid oak Pocono icebox
- 1 set cardtable and chairs
- 1 humidifier
- 1 desk
- 1 coffee table

Hallway:

- 1 black and cherry chair
- 1 Kodak camera

Kitchen:

- 1 Harvest table w/4 black chairs
- 1 GE electric oven

Living Room:

- 1 maple rocker
- 1 wingback chair

Utility Room:

- 1 workbench

Hobby/Sports Equipment:

- 2 tennis racquets
- 1 racquetball racquet

Miscellaneous:

- 2 suitcases
- 3 German mugs
- 1 milkcan
- 1 1975 4-door Chevrolet Malibu

Property Lists: Linda and Richard Coyne *

Master Bedroom:

35 books

Spere Bedroom:

2 white

2 lamps

Dining Room:

4 matching chairs

1 fruit bowl

2 salt & pepper sets

1 pitcher

4 crystal serving dishes

2 trays

Family/Recreation Room:

books

4 lamps

Hallway:

2 umbrellas

Living Room:

4 candlestick holders

*The property on this list is to be equally divided
between the parties.

HUGH STEPHEN MASON	:	No. 19639 Equity
Plaintiff	:	in the
vs	:	Circuit Court
CHERRISSE A. MASON	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Hugh Stephen Mason, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Cherisse A. Mason; and

It is further ADJUDGED, ORDERED and DECREED that the Separation and Property Settlement Agreement by and between the parties hereto, dated November 8, 1982 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Defendant, Cherisse A. Mason, be and the same is hereby changed to Cherisse Kahrau Westhall, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rick K. Bump
Judge

Filed November 7, 1983

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This Separation and Property Settlement Agreement, made this 8th day of November, 1982, by and between CHERISSE A. MASON, of 8416 Thornberry Drive, West, Upper Marlboro, Maryland, hereinafter referred to as "Wife," and HUGH STEPHEN MASON, of 402E Mathias Court, Westminster, Maryland, hereinafter referred to as "Husband."

W I T N E S S E T H:

WHEREAS, the parties hereto were married on the 4th day of September, 1976 in Prince George's County, Maryland, and as a result of this marriage, no children were born; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart from the 5th day of June, 1982; and

WHEREAS, without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said separation, to settle their respective property rights, the rights of the Wife and Husband to alimony respectively and all other matters growing out of their marital relation; and

WHEREAS, both parties understand the facts and have been fully informed concerning their respective rights and liabilities and they fully understand the terms, conditions and provisions of this Agreement, and they believe it to be fair, just, adequate and reasonable to each of them;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and their respective heirs, personal representatives and assigns, as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which

either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree that they mutually and voluntarily separated on the 5th day of June, 1982, that they have lived separate and apart, in separate places of abode, without any cohabitation since that date, and they further agree to continue to live separate and apart, in separate places of abode, without any cohabitation. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each of the parties hereto expressly waives any right or claim to alimony, support or monetary award that each may have against the other, nor or at any time in the future.

4. The parties hereto agree that no debts will be contracted in the name of the other party, subsequent to the separation, and to hold the other harmless in the event of a breach of this provision. The parties further agree that neither party shall charge or permit to be charged to or against the other, any purchase or purchases which either of them may hereafter make and shall not hereafter secure or attempt to secure any credit upon, or in connection with the other, or in his or her name and each of them shall promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

5. The parties hereto have divided the furniture, household furnishings and all articles of personal property, personal clothing and adornment, and accessories to their mutual satisfaction.

Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature or description and wheresoever situate, which are now owned or held by him or her, with full right to him or her to dispose of the same, as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

6. The Husband hereby transfers unto the Wife all his right, title and claim to the 1974 Plymouth Duster, currently titled in her name.

7. The Wife hereby transfers unto the Husband all her right, title and claim to the 1978 Ford Granada, currently titled in his name.

8. The Wife hereby transfers unto the Husband all her right, title and claim to the 1980 Kawasaki Motorcycle, currently titled in his name. The Husband agrees to be liable and pay any current indebtedness on this motorcycle, and he agrees to indemnify and hold the Wife harmless from any and all liability thereon.

9. The Wife transfers and assigns unto the Husband all of her right, title and interest in and to the joint checking account with First National Bank of Maryland.

10. The Husband agrees to be liable and pay for all outstanding debts, obligations and liabilities to Master Card, Baltimore Shopping Plate, Montgomery Ward, Sears, Cities Service Co., Amoco Oil Company, Crown Central Petroleum Company, Exxon and Gulf. He further agrees to indemnify and hold the Wife blameless thereon. Wife agrees to surrender these credit cards on these accounts which she has to the Husband.

11. The Husband agrees to be liable and pay for all outstanding debts, obligations and liabilities to Credico Financial Incorporated. He further agrees to indemnify and hold the Wife blameless thereon.

12. The Husband shall maintain his present health insurance policy or an equivalent for the benefit of the Wife until an absolute and final divorce is granted.

13. Except for the right, which each of the parties hereby expressly reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have against the Husband, Wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of the said parties may own or may hereafter acquire or in respect of which either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, except any rights to dower, statutory third, halves, or legal shares and widow's or widower's right, or to participate in any way the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying which decedent's estate rights are hereby specifically resolved.

14. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Maryland, including but not limited to any claim to

- 5 -

use and possession of the family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

15. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement and to release any dower or other right in any property which the other of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary.

16. In the event of a divorce proceeding between the parties, the parties shall be bound by all the terms of this Agreement, and the terms thereof may be offered in evidence and accepted in Court under the provisions of the Annotated Code of Maryland. If consistent with the rules of practice of the Court granting a Decree of Absolute Divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in such Decree, notwithstanding, this Agreement shall not be merged in such Decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

17. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each signs this Agreement freely and voluntarily, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, their respective personal representatives and all persons claiming by or to them or any of them.

18. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed in the same formality as this Agreement. No waiver of

- 6 -

any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

19. The Husband having not been represented at the time of the preparation and execution of this Separation and Property Settlement Agreement by independent counsel of his own choosing, does hereby specifically acknowledge by the execution of this Agreement, that he has been advised that the Counsel who prepared this Agreement is counsel for the Wife alone and that notwithstanding this knowledge, the Husband has freely and voluntarily executed this Separation and Property Settlement Agreement completely and fully understanding his rights, including his right to have independent counsel of his own choice.

IN WITNESS WHEREOF, the parties hereto have set their hands and Seals the day and year first above written.

Francis J. Hayes
Witness
Beth Ann McKee
Witness

Cherisse A. Mason (SEAL)
CHERRISSE A. MASON
Hugh Stephen Mason (SEAL)
HUGH STEPHEN MASON

STATE OF MARYLAND :
COUNTY OF PRINCE GEORGE'S :

ss:

I HEREBY CERTIFY that on this 8 day of October 1982, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared CHERISSE A. MASON, who made oath in due form of law, that the matters and facts contained in the foregoing Separation and Property Settlement Agreement, are true and correct to the best of her knowledge, information and belief.

Francis J. Hayes
NOTARY PUBLIC

My Commission Expires: 7/1/86

(SEAL)

BOOK 21 PAGE 785

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STATE OF MARYLAND :

COUNTY OF Carroll :

ss:

I HEREBY CERTIFY that on this 8th day of November, 1982, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared HUGH STEPHEN MASON, who made oath in due form of law, that the matters and facts contained in the foregoing Separation and Property Settlement Agreement, are true and correct to the best of his knowledge, information and belief.

Barbara L. McGrath
NOTARY PUBLIC

My Commission Expires: 7/1/86

(SEAL)



LARRY KEITH LIVESAY

Plaintiff

vs.

TAMMIE LEE LIVESAY

Defendant

NO. 19657 EQUITY

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 7th day of November, 1983, that the Plaintiff, LARRY KEITH LIVESAY, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, TAMMIE LEE LIVESAY; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated February 21, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Defendant, TAMMIE LEE LIVESAY, be and she is hereby authorized to resume the use of her maiden name, TAMMIE LEE KEEL; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

John L. Bunn
JUDGE

RECEIVED IN
CIRCUIT COURT
NOV 7 3 20 PM '83
LARRY LIVESAY
CLERK

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of February, 1983, by and between LARRY KEITH LIVESAY, hereinafter referred to as the "Husband"; and TAMMIE LEE LIVESAY, hereinafter referred to as the "Wife".

WHEREAS, the parties hereto were married on the 19th day of July, 1981, by a religious ceremony in Howard County, State of Maryland; and

WHEREAS, there were no children born as a result of said marriage; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties voluntarily and mutually agreed to live separate and apart as of the 6th day of August, 1982; and

WHEREAS, it is the desire of the parties hereto to make a full, final and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights, the right of the Husband and Wife to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each and other and for their respective personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agreed to separate and from the ____ day of August, 1982, to voluntarily live separate and apart in separate places of abode without any cohabitation. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy independent of any claim or right of the other party, all items of property of every kind, nature and description and where-soever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were never married. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Wife hereby agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

5. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

6. The Husband does hereby agree to return to the Wife, upon the execution of this Agreement, the following items:

A. Filing cabinet and contents;

B. Keys to both Wife's cars and keys to garage at Wife's residence as well as key's to Wife's parents house.

7. The wife hereby agrees to turn over to Husband a set of weights currently in her possession, but which belong to the Husband; and the Husband hereby agrees to make arrangements directly with the Wife for the removal of these weights, or in the event that the Husband makes no arrangements for removal within a reasonable time period, then the Wife will give him thirty (30) days written notice of when he is to have the same removed from her residence.

8. The Husband does hereby agree to reimburse the Wife the sum of \$1,000.00 for monies borrowed for the purchase of Husband's 1981 Ford Truck. Said amount to be repaid within thirty (30) days of the signing of the Separation Agreement.

9. Wife at her expense, shall continue in full force and effect, for the benefit of Husband, her present Medical Insurance or equivalent insurance providing equivalent coverage, until a final divorce based on this Agreement is decreed.

10. The parties hereto acknowledge that their joint automobile insurance coverage is paid through July of 1983, but their insurance agent has advised that upon the execution of this Agreement each is responsible for obtaining said automobile insurance coverage in their own respective names, and the parties further agree that any refund from their joint policy shall be divided equally between them or used as a credit toward their individual policies of automobile insurance.

11. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him

or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

12. The Wife hereby acknowledges that she intends to remain in the apartment which was formerly occupied jointly by the parties and that she will hold Husband harmless and indemnify him against any and all liability in connection with said apartment from the date of this Agreement.

13. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

14. The Wife or Husband or both hereby waives any and all right to alimony, support and maintenance, and hereby covenants that he or she will not claim now or in the future, any sums of money for the Husband or Wife for alimony, support and/or maintenance.

15. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under MD. CODE, Courts & Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so

LKL
7/27

dying. Notwithstanding any provision contained in this paragraph to the contrary, either party may, by Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will that the Testator or Testatrix, as the case may be, may deem desirable, and the provisions of this paragraph shall not preclude the survivor of his or her personal representative from his or her entitlement to the bequest and/or devise specified in said Last Will and Testament.

16. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

17. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

18. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

19. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their personal representatives, successors and assigns, or any of them, whether so expressed or not.

20. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties, for themselves and their respective

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7/27

personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

21. Each and every paragraph of this Agreement and each portion thereof, shall be considered to be severable from each and every other such paragraph or portion thereof, and, if any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudication shall in no way effect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

22. Each party hereto declares that he or she has read the foregoing Separation and Property Settlement Agreement, and that he or she understands his or her right to independent legal advice by counsel of his or her selection, that each fully understands the facts and understands his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

The Husband further acknowledges that he is aware that the Wife is being represented by The Law Office of Stephen P. Bourexis and that said Law Office represents only the Wife and that he is entitled to seek legal counsel of his choice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the date first above written.

WITNESS:

[Signature]
[Signature]

Larry Keith Livesay (SEAL)
LARRY KEITH LIVESAY

Tammie Lee Livesay (SEAL)
TAMMIE LEE LIVESAY

STATE OF MARYLAND }
COUNTY OF *Carroll* } TO WIT:

I HEREBY CERTIFY that on this *10th* day of *Feb*, 1982, before me, the subscriber, a Notary Public in and for the State and County first above mentioned, personally appeared LARRY KEITH LIVESAY, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and seal the date first above mentioned.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7/1/86

STATE OF MARYLAND }
COUNTY OF CARROLL } TO WIT:

I HEREBY CERTIFY that on this *21st* day of *February*, 1983, before me, the subscriber, a Notary Public in and for the State and County first above mentioned, personally appeared TAMMIE LEE LIVESAY, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and seal the date first above mentioned.



[Signature]
NOTARY PUBLIC
My Commission Expires: 7/1/86

BOOK

21 795

PROMISSORY NOTE

1000.00
\$952.60February 21, 1983
Sykesville, Maryland

FOR VALUE RECEIVED, I, LARRY KEITH LIVESAY, promise to pay to the order of TAMMIE LEE LIVESAY, or order, the sum of ~~Nine~~ ^{Five} Hundred Fifty Two Dollars and Eighty Six Cents (\$952.86) without interest, being payable at the rate of \$86.00 per month, commencing with the 5th day of April, 1983, and the said sum of \$86.00 being due and payable on the 5th day of each successive month thereafter, until paid in full, hereby waiving the benefit of all exemption and stay laws; and agree, in default of payment of this Note when it becomes due, to pay on the principal and interest due at the time of collection 15 per centum additional for attorney's fees if in the hands of an attorney for collection at the time of payment.

At any time hereafter and whether the foregoing instrument of writing has then matured or not, I hereby authorize any attorney of the Circuit Court for Carroll County, in the State of Maryland, or any other Court of any State, Territory or District of the United States, to enter his appearance in the Circuit Court for Carroll County, in the State of Maryland, or in any other court of any State, Territory or District of the United States, or before any Justice of the Peace, having jurisdiction, and to confess judgment therein in favor of the payee named in said instrument of writing, or the then holder thereof, against the undersigned for the principal and interest then due on said instrument of writing, with interest from date of judgment and cost of suit, and 15 per centum on the principal and interest due at the time of collection of the judgment confessed additional as attorney's fees for collection, if the judgment so entered is collected under an execution or attachment issued thereon, and with a waiver of all homestead, stay and exemption laws, and a release of all errors; and further, I do hereby authorize any clerk of any court in the State of Maryland or elsewhere, during the recess of such Court and any Justice of the Peace having jurisdiction to enter a judgment by confession in conformity with the terms of the authority hereinbefore given to any attorney of said Court.

AS WITNESS my hand and seal.

WITNESS:

LARRY KEITH LIVESAY (SEAL)

EXHIBIT "A"

BOOK

21 796

AUDREY LIVESAY	*	NO. 19614 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
CARL DEAN LIVESAY	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 7th day of ^{November (2082)} ~~October~~, 1983, that the Plaintiff, AUDREY LIVESAY, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, CARL DEAN LIVESAY; and

It is further ORDERED that the guardianship and custody of the infant children of the parties, KERRY LYNN LIVESAY (born June 28, 1972), ROBERT STACY LIVESAY (born September 8, 1974), CARL DEAN LIVESAY, JR. (born July 27, 1979) and CRAIG HAROLD LIVESAY (born November 29, 1980) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff the sum of Twelve Dollars and Fifty Cents (\$12.50) per week per child for the support of the infant children of the parties, subject to the further order of this Court; and

It is further ORDERED that the issue of alimony be reserved for future determination by this Court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated July 30, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

Filed November 7, 1983

BOOK 21 PAGE 797

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Bury
JUDGE

BOOK 21 PAGE 798

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 30th day of July, 1982, by and between Audrey Livesay ("Wife") and Carl Dean Livesay ("Husband").

The parties were married by a civil ceremony on May 18, 1972 in Carroll County, Maryland. Four children were born to them as a result of their marriage, namely, Kerry Lynn, born June 28, 1972, Robert Stacy, born September 8, 1974, Carl Dean, Jr., born July 27, 1979 and Craig Harold, born November 29, 1980, hereinafter referred to as "Children". Differences have arisen between the parties and they are now, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall

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seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child, the sum of \$25.00 every other week, for a total of \$100.00 every other week for all Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years. Wife shall have the right to claim the Children as her dependents on income tax returns, and Husband agrees not to declare the Children as his dependents on his income tax returns.

5. RESERVATION OF ALIMONY

Wife does not presently seek alimony from Husband. The parties agree, however, that if any decree of divorce a vinculo matrimonii may be passed by any court of competent jurisdiction said Court shall reserve jurisdiction to award alimony to Wife at a future time. It is the intention of the parties that such alimony shall be awarded in the future only if the income of Wife shall be insufficient to provide for her needs.

6. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property,

any automobiles, stocks, bonds, or other securities, savings, or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Notwithstanding the above, Husband shall convey to Wife, simultaneously with the execution of this Agreement, all of his right, title and interest, if any, to the 1969 Ford Mustang.

7. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligation.

8. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1982 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balance due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

9. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

10. COUNSEL FEES: COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all

claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the

parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first written above.

WITNESS

Carol A. Rumpf
WITNESS

Audrey Livesay (SEAL)
AUDREY LIVESAY

Carl Dean Livesay (SEAL)
CARL DEAN LIVESAY

STATE OF MARYLAND, COUNTY OF , TO WIT:

I HEREBY CERTIFY, that on this 29th day of July, 1982, the above-named AUDREY LIVESAY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal

Carol A. Rumpf
NOTARY PUBLIC

My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 30th day of July, 1982, the above-named CARL DEAN LIVESAY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Carol A. Rumpf
NOTARY PUBLIC

My Commission Expires: 7/1/86

WAYNE NEWTON WHITED * NO. 19227 EQUITY
 Plaintiff * IN THE
 vs. * CIRCUIT COURT
 PEGGY LEE WHITED * FOR
 Defendant * CARROLL COUNTY
 * * * * *

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{7th} day of ^{November (LKB)} ~~October~~, 1983, that the Plaintiff, WAYNE NEWTON WHITED, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, PEGGY LEE WHITED; and

It is further ORDERED that the guardianship and custody of the infant children of the parties PHILLIP WAYNE WHITED (born December 29, 1974), CHRISTOPHER LEE WHITED (born May 12, 1977), and MELISSA ANN WHITED (born June 1, 1978) be and the same are hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff pay unto the Defendant the sum of Twenty Dollars (\$20.00) per week per child for the support of the infant children of the parties, said sum increasing according to their Agreement, all subject to the further order of this Court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated May 25, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

JUDGE

Filed November 7, 1983

MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 25th day of May, 1983, by and between WAYNE NEWTON WHITED, hereinafter referred to as "Husband," and PEGGY LEE WHITED, hereinafter referred to as "Wife."

EXPLANATION

The parties hereto were married in a religious ceremony on June 9, 1973, in Carroll County, Maryland. There were three children born to the parties as a result of said marriage, namely, Phillip Wayne Whited, born December 29, 1974; Christopher Lee Whited, born May 12, 1977; and Melissa Ann Whited, born June 1, 1978. Irreconcilable differences have arisen between the parties, and they now desire to enter into this Agreement pursuant to the provisions of Article 16, Section 28 of the Annotated Code of Maryland recognizing the state of separation between them and adjusting all matters relating to their respective personal and property rights, duties and obligations as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby mutually agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. The parties separated on August 26, 1982. Neither party shall compel or attempt to compel the other to live with him or her, and neither party shall in any manner or form whatsoever molest or trouble the other, nor compel or attempt to compel the other to cohabit with him or her and each shall be free of interference, authority and control, direct or indirect, by the other, as fully as if he or she were sole and unmarried to the extent permitted by law.
2. Each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

LAW OFFICE
LAMBROS & GUNTER

3. The Wife shall have the care and custody of the minor children of the parties; Husband shall have the right to reasonable visitation with said children upon proper notice. The Husband shall pay the sum of Twenty Dollars (\$20.00) to the Wife per week per child for the support of said children, said support to terminate as to each child upon the first to occur of any one of the following events: (a) arrival at the age of eighteen (18); (b) marriage; (c) becoming self-supporting, or (d) death of child or Husband. If any minor child shall, while in high school, turn eighteen (18) years of age during the school year, support shall continue for said minor child until he or she completes the school year.

Effective June 1, 1984, child support payments by Husband to Wife shall increase to Twenty-five Dollars (\$25.00) per week per child subject to the conditions hereinabove set forth.

4. That parties hereto agree that there has been a division of personal property to their mutual satisfaction except for the following guns of Husband which are in the Wife's possession and which she agrees to give to Husband: (1) .357 Magnum; (2) Colt Python; (3) .22 Ruger automatic target pistol; (4) .22 Winchester, bolt action; (5) 1 shotgun; Husband shall also retain the mini horse trailer. Wife shall have as her sole and separate property the ~~six conditions~~ 2 table leaves, and the eight-piece flatware set. After this property is given to each of the parties, each shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description, and wheresoever situate which are now owned or held by him or her, or which may hereafter belong to or come to him or her, with full power to him or her to dispose of the same as fully and effectively in all respects and for all purposes as if he or she were unmarried.

LAW OFFICES
LAMBROS & DUGAN

5. The parties agree that Wife shall claim the two younger children of the parties as exemptions on her income taxes. Husband shall claim the oldest of the minor children as an exemption on his income taxes.

6. The parties own as tenants by the entireties real property known as 2066 Shreevely Lane, Finksburg, Maryland. Wife shall transfer all of her right, title and interest in and to said real property to Husband. Husband shall pay to the Wife in consideration for her interest in said property the sum of Sixteen Thousand Dollars (\$16,000.00). Husband agrees to be solely responsible for the payment of the mortgage and shall hold Wife harmless from any claim arising out of the nonpayment of same.

7. Wife shall be solely responsible for the payment of any bills incurred by her, including the Speigels account. Husband shall be responsible for the payment of any bills incurred by him as well as the payment of the second mortgage for the pool. Each of the parties warrants that there are no bills incurred of which the other party is unaware. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

8. Husband shall maintain life insurance coverage on himself with each of the minor children listed as a beneficiary thereof. Each child shall remain as a beneficiary until he or she shall reach the age of eighteen (18) years.

9. Husband shall maintain health insurance coverage through his employer, Black & Decker, on the minor children of the parties until such time as the policy no longer permits the children to be covered as minors.

10. Except as provided by this Agreement, the parties hereto each hereby expressly waive, release and relinquish any

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and all rights each may have against the other or may hereinafter acquire with respect to support, maintenance, alimony, property, assets, personal property, family use personal property, marital property, pension or retirement benefits, real property, or any other type of property, and specifically including all rights which either may have under Section 3-6A-01 et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. The parties further agree that the provisions and terms of this Agreement in respect to alimony, support, maintenance, property rights or personal rights between Husband and Wife are not subject to any modification by any Court such that said Agreement is not modifiable within the meaning of the statutory provisions of Article 16, Section 28, Maryland Code 1957, as amended. It is the intention of each and both of the parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal then owned by him or her shall pass by his or her Will or under the laws of descent as the case may be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

11. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision hereof in said decree, then and in that event, the parties, for themselves, and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

12. Each of the parties shall be responsible for the payment of his or her own respective attorney's fees.

13. Each of the parties has been fully informed as to the financial and other circumstances of the other. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

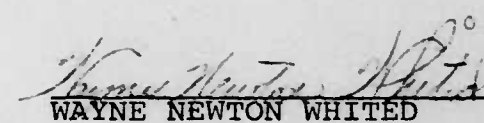
14. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

AS WITNESS, the hands and seals of the parties the day and year first above written.

WITNESS:



R. Neal Haggren

 (SEAL)
WAYNE NEWTON WHITED

 (SEAL)
PEGGY LEE WHITED

BOOK 21 PAGE 811

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 18th day of May, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WAYNE NEWTON WHITED, and he made oath in due form of law that the matters and facts set forth in the foregoing Marital Property Settlement Agreement are true and correct and he acknowledged same to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Joanna S. Conway
Notary Public

My commission expires: 7/1/86

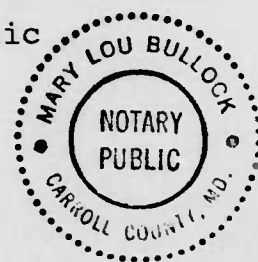
STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 25th day of May, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PEGGY LEE WHITED, and she made oath in due form of law that the matters and facts set forth in the foregoing Marital Property Settlement Agreement are true and correct and she acknowledged same to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Mary Lou Bullock
Notary Public

My commission expires: 7-1-86



LAW OFFICES
LAMBROS & DUGAN

BOOK 21 PAGE 812

MARY M. MULLER	:	No. 19599 Equity
Plaintiff	:	in the
vs	:	Circuit Court
WILLIAM MARTIN MULLER	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Mary M. Muller, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, William Martin Muller; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Mary M. Muller, be and the same is hereby changed to Mary Margaret Gallagher, her former name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luc L. Bump
Judge

RECEIVED
CIRCUIT COURT
CLERK
NOV 7 3 15 PM '83

BOOK 21-813

FAYE A. GRAHAM : No. 19617 Equity
Plaintiff : in the
vs : Circuit Court
MONROE WESLEY GRAHAM : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Faye A. Graham, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Monroe Wesley Graham; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Faye A. Graham, be and she is hereby awarded the guardianship and custody of Monroe Wesley Graham, Jr. and Timothy Darnell Graham, the minor children of the parties hereto, with the right unto the Defendant, Monroe Wesley Graham, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay direct unto the Plaintiff the sum of \$15.00 per week per child, to be paid bi-weekly in the amount of \$60.00, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
Judge

Filed November 7, 1983

BOOK 21-814

FRANCIS MARIE MULLER * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
JOHN RAYMON MULLER * CARROLL COUNTY
Defendant * EQUITY NO. 19569
* * * * *

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

Whereupon it is ordered this 7th day of November, 1983, that the Plaintiff, Francis Marie Muller, be and she is hereby Divorced A Vinculo Matrimonii from her husband, John Raymon Muller; and

It is further ordered that the guardianship and custody of the infant children of the parties, Michael Conway Muller (born January 26, 1974), Ronnie Eugene Muller (born August 27, 1976) and Tina Marie Muller (born October 25, 1978), be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances, subject to the continuing jurisdiction of this court; and

It is further ordered that the Defendant John Raymon Muller shall pay unto the Plaintiff, as support for the minor children of the parties, the sum of \$17.50 per week per child for a total of \$52.50 per week; and

It is further ordered that said payments shall be paid through the Bureau of Support and Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157, together with a service charge of \$.25 per payment; and

Filed November 7, 1983

It is further ordered that the Plaintiff be and she is hereby granted the right to resume the use of her maiden name, Francis Marie Brown; and

It is further ordered that the Defendant, John Raymon Muller shall pay the costs of these proceedings within ninety (90) days of the date hereof.

Robert K. Baum
JUDGE

ROBERT G. KUHLM	:	No. 18289 Equity
Plaintiff	:	in the
vs	:	Circuit Court
ELIZABETH KUHLM	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Robert G. Kuhl, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Elizabeth Kuhl; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Elizabeth Kuhl, be and she is hereby awarded the guardianship and custody of Sarah Kuhl, Robert Kuhl and Frederick Kuhl, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated July 3, 1981, and the Addendum thereto dated March 16, 1982, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that Plaintiff shall have the right to visit said children as set out in the Addendum to the Voluntary Separation and Property Settlement Agreement, and shall pay Defendant child support in the amount of \$50.00 per week pursuant to Paragraph IV of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Robert K. Baum
JUDGE

filed November 7, 1983

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 3rd day of July, 1981, by and between ROBERT KUHL ("Husband") and ELIZABETH KUHL ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 19, 1974, in Baltimore County, Maryland. Three children were born to them as a result of their marriage, namely, Sarah Kuhl, born January 25, 1975; Robert and Frederick Kuhl, born January 11, 1979, hereinafter referred to as "Children."

Differences have arisen between the parties and they are now and have been since July 3, 1981, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intend of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance, support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry

Pl. Exhibit No. 1Pl. Exhibit No. 1

on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

II. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either,

the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the minor children, with the right and privilege of Husband to visit and have the said children with him at all reasonable times and places. Husband shall give Wife 24 hours notice of said visitation.

IV. CHILD SUPPORT

Husband shall pay to Wife directly, for the support and maintenance of the three minor children, the sum of Fifty (\$50.00) Dollars per week until the first to occur of any of the following events with respect to each child: (1) death of the child or Husband; (2) marriage of child; (3) the child's becoming self-supporting, or (4) the child's arrival at the age of 18 years.

*G.K.
C.K.*
~~Any increases in Husband's pay shall reflect an increase in child support, said increase will be determined at that time.~~

V. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

VI. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. Further, the Husband shall retain his personal clothing, jewelry and tools. The Wife shall

retain all tangible personal property and household chattels presently located at the family residence and shall remain the sole and exclusive property of Wife, free and clear of any interest of Husband; that the Wife shall retain the children's items, including clothing, furniture, and toys. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VII. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. The Husband shall be responsible for the balance on the loan from his parents.

VIII. MEDICAL COVERAGE

Husband agrees to retain medical insurance through his employer to cover the three minor children and Wife until a final divorce decree has been signed; that Husband agrees to cover the three minor children indefinitely. Any medical bills not covered through said insurance shall be divided between the parties for the minor children only.

IX. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged; and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, releases and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

X. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, nor or at any time in the future, and each party expressly reserves the right to assert any such claim.

XI. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party so instituting divorce proceedings shall be responsible for all court costs, including master's fees.

XII. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to seek counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

XIII. TRANSFER OF PROPERTY

The Husband agrees that simultaneously with the signing of the Separation Agreement, he will transfer all his right, title and interest in the trailer home now located at 2551 Baltimore Boulevard, Trailer No. 69, Finksburg, Maryland 21048, unto the Wife absolutely.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

[Signature] (SEAL)
WITNESS ROBERT KUHL
[Signature] (SEAL)
WITNESS ELIZABETH KUHL

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 29th day of June, 1981, the above-named ROBERT KUHL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



[Signature]
NOTARY PUBLIC

ADDENDUM TO VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

III. CHILD CUSTODY & VISITATION

Wife shall have the care and custody of the minor children with the right and privilege of husband to visit and have the said children with him as follows:

Every other weekend from Friday, 6:00 p.m. until Sunday, 7:00 p.m..

Following holidays to alternate (1982 holidays for husband to be for wife in 1983, etc.) 1982

HUSBAND	WIFE
New Year's Day	Easter Sunday
Memorial Day	4th of July
Labor Day	Halloween
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve

The three children's birthdays will alternate from year to year, i.e., daughter's birthday in 1982 with one parent, 1983 with other; sons' (twins) birthday in 1982 with other parent, 1983 with other parent (the same parent would not have the three children's birthdays in the one year.)

One week in the summer to be mutually agreed between the parties.

The Voluntary Separation & Property Settlement Agreement dated July 3, 1981, shall remain enforceable.

[Signature] (SEAL)
WITNESS ROBERT KUHL (Husband)
[Signature] (SEAL)
WITNESS ELIZABETH KUHL (Wife)

DATED: _____

Pl. Exhibit No. 2

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1982, the above-named ELIZABETH KUHL personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to the Voluntary Separation and Property Settlement Agreement dated July 3, 1981, are true and correct as therein stated and she acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of March, 1982, the above-named ROBERT KUHL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to the Voluntary Separation and Property Settlement Agreement dated July 3, 1981, are true and correct as therein stated and he acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1982

SUK HWA JUN	:	No. 19303 Equity
Plaintiff	:	in the
vs	:	Circuit Court
WAN YE JUN	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Suk Hwa Jun, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Wan Ye Jun; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Suk Hwa Jun, be and he is hereby awarded the guardianship and custody of Eun Young Jun and La Skyng Jun, the minor children of the parties hereto, with the right unto the Defendant, Wan Ye Jun, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the matter of child support be and it is hereby reserved for future determination; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Ruth K. Burn
Judge

Filed November 7, 1983

BOOK

21 827

SHIRLEY ELAINE MCKINNEY : No. 19577 Equity
 Plaintiff : in the
 vs : Circuit Court
 DENNY FLOYD MCKINNEY : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Shirley Elaine McKinney, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Denny Floyd McKinney; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Shirley Elaine McKinney, be and she is hereby awarded the guardianship and custody of Denny F. McKinney, Jr. and Melissa D. McKinney, the minor children of the parties hereto, with the right unto the Defendant, Denny Floyd McKinney, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay direct unto the Plaintiff the sum of \$20.00 per week per child, for a total of \$40.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rick K. Bunn
 Judge

Filed November 7, 1983

BOOK

21 828

DOLORES JEAN KELLY, : IN THE
 Plaintiff, : CIRCUIT COURT
 vs. : FOR
 DENNIS ALLEN KELLY, : CARROLL COUNTY
 Defendant. : EQUITY CASE NO. 18601
 :::::::::::::::

DECREE

Upon consideration of the Exceptions to the Master's Report and Recommendation filed by both parties in the above-entitled action; the hearing on said Exceptions; and in accordance with the attendant Memorandum Opinion filed in this matter,

IT IS ORDERED this 8th day of November, 1983, by the Circuit Court for Carroll County, in Equity, that the above-named Plaintiff, Dolores Jean Kelly, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Dennis Allen Kelly; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Dolores Jean Kelly, be and she is hereby awarded the guardianship and custody of Amy Marie Kelly and Angel May Kelly, the minor children of the parties hereto, with the right unto the Defendant, Dennis Allen Kelly, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay direct unto the Plaintiff the sum of \$160 per child per month, for a total of \$320 per month, toward the support of the minor children of the parties, accounting from July 1, 1983; subject to the further Order of this Court;

And, it is further ADJUDGED, ORDERED and DECREED that the Separation and Property Settlement Agreement by and between the parties hereto, dated June 2, 1981 as modified by Order of Court dated November 10, 1982, except as to child

98

Filed November 8, 1983

support, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that Defendant shall pay the sum of \$143.50 per month (one-half of the mortgage payment) as ordered by this Court on November 10, 1982, until the younger child of the parties hereto attains the age of eighteen (18) years, or until the said parties hereto otherwise agree; and

It is further ORDERED that Defendant pay unto the Plaintiff \$615 in attorney fees; and

It is further ORDERED that Defendant pay the costs of this proceeding.

Luke K. Burns
Luke K. Burns, Jr.
Associate Judge

COPIES: David E. Kartalia, Esq.
John M. Morse, Esq.

THIS AGREEMENT, Made this 22 day of June, 1981, by and between DOLORES JEAN KELLY, hereinafter referred to as "Wife", and DENNIS ALLEN KELLY, hereinafter referred to as "Husband", witnesseseth:

WHEREAS, The parties hereto were married on the 21st day of November, 1970, in Catonsville, Baltimore County, Maryland, and there were two (2) children born of this marriage, namely AMY MARIE KELLY, born August 15, 1974, and ANGEL MAY KELLY, born April 5, 1976;

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties voluntarily and mutually separated on the 22 day of June, 1981, and have continued to live separate and apart; and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights, the custody and support of their children, the right of the Wife to support maintenance and counsel fees and all other matters growing out of the marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which

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WILLIAM T. FITZGERALD
8 NORTH COURT STREET
WESTMINSTER, MD. 21157

either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since *June 2nd* 1981, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

5. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife, and now in her possession, custody or control.

6. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1973 Ford Torino

automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Husband shall pay the costs, if any, for the transfer of title to the aforementioned motor vehicle.

7. The Husband agrees to pay the following outstanding bills of the parties, including all charges to the date of separation: Master Charge, Sears Roebuck and Company, Montgomery Wards, Doctor Krebs, and the Union National Bank of Westminster loan made in connection with the sewer system repair. The Husband shall hold harmless and indemnify the Wife against any and all liability in connection with said bills and debts as she may be obligated to pay.

8. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

9. The parties own one (1) acre, more or less, of improved real estate on Robin Hood Way in the Fourteenth (14th) Election District of Carroll County, Maryland, described among the Land Records of Carroll County in Liber No. C.C.C. 563, folio 434 &c.. It is recognized and agreed that said property is encumbered by virtue of a Mortgage to Fairview Federal Savings and Loan Association.

10. That the Family Home of the parties which has been used as their principal residence when they lived together and is being used by the Wife, and will continue to be used as a family home, as her principal residence is located at 3802 Robin Hood Way, Sykesville, Carroll County, Maryland, 21784, and is owned by the parties as Tenants by the Entireties.

11. The Husband and Wife agree that the Wife shall have the use and possession of said family home until such time as the youngest child reaches the age of eighteen (18) years, or until the parties hereto agree otherwise, under the following terms and conditions:

a) The Husband shall assume and pay, in accordance with its terms, the existing mortgage on the aforesaid home, and he shall indemnify and hold harmless the Wife from any and all liability in connection with said mortgage. In addition, he shall pay the real estate taxes and the costs of a homeowner's insurance policy, which shall include a replacement escalation clause so as to protect the parties' equity in the home in the future.

If, for any reason, the Husband shall fall three (3) months in arrears in connection with the mortgage payments on the home, the Husband and Wife agree that the house shall be listed for sale at a reasonable selling price based on the current appraisal, and the net proceeds, after deducting any mortgage outstanding and all expenses of sale, shall be divided equally between the Husband and Wife.

b) When the youngest child reaches eighteen (18) years of age, the house is to be listed for sale at a reasonable selling price based on the current appraisal, and the net proceeds, after deducting any mortgage then outstanding and all expenses of sale, shall be divided equally between the Husband and Wife. In addition, the Husband shall be reimbursed from the Wife's share of the proceeds for one-half (1/2) of the total cash expenditures made by him in payment of the mortgage during the interim period.

12. The Husband and Wife agree that the furniture and furnishings and appliances located in the family home are family use personal property, and the Husband agrees to permit the Wife to use said property for the period of time that she and the children reside in the family home, and at the termination of the use of said property, it shall be considered marital property.

13. For one (1) year from the date of this Agreement, the Husband shall pay to the Wife toward her support and maintenance the sum of One Hundred Dollars (\$100.00) in cash every two (2) weeks; and, in addition, he shall pay the gas and electric bill for the family home, the telephone in the family home, costs of insurance on her automobile and the costs of premiums on the life insurance policies presently in effect.

14. The Husband hereby agrees that the Wife shall have the care, custody and control of the two (2) minor children, Amy Marie Kelly and Angel May Kelly, with the right reserved to the Husband of reasonable visitation, provided, however, that such visitation be arranged on 24-hour advanced notice from the Husband to the Wife, and all such visitation shall be exercised with due regard for the health and general welfare of said children.

15. The Husband agrees that he will pay unto the Wife for the support and maintenance of the two (2) minor children of the parties, directly unto her, accounting from and with the first payment being due and payable on the first (1st) day of the thirteenth (13th) month following the execution of this Agreement, the sum of Thirty-five Dollars (\$35.00) per week per child. In addition, the Husband shall pay for all necessary school supplies.

If, for any reason, the house shall be sold within one (1) year from the date of this Agreement, the child support set forth herein shall immediately be due and payable, and the Husband shall commence making such payments immediately. If, for any reason, the house is sold prior to the time the youngest child reaches the age of eighteen (18), then, in addition to that set forth above, and commencing on the date of settlement for the sale of such property, the Husband shall pay the sum of ^{\$22.00 monthly} ~~\$27.00~~ to the Wife as child support, in addition to the weekly child support set forth herein.

16. In addition to the aforementioned provision (s) for child support, the Husband shall carry and keep in force health insurance and major medical coverage for the benefit of the minor

children, and the Husband shall pay, also, for doctors' visits. The terminal date of the Husband's obligation as to each child under this paragraph shall be at such time as each child obtains the age of 18. In addition, the Husband shall carry and keep in force health insurance for the benefit of the Wife, until a final divorce is obtained by either party.

17. The Husband hereby agrees that he will make the minor children irrevocable beneficiaries of the life insurance policies presently in effect on his life.

18. Except as otherwise provided herein, the parties hereby waive/and all right to alimony, support and maintenance, and hereby covenant that they will not claim now, or in the future, any sums of money for themselves for alimony, support and/or maintenance.

19. The parties hereto agree that each shall be responsible for his or her own attorney's fees, and the Wife hereby releases the Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

20. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

21. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

22. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of said marriage between them, and each shall be forever barred from

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any and all rights in the estate of the other, whether real, personal or mixed, and whether now or hereafter acquired, and each will, upon request of his or her spouse, execute good and sufficient release of dower or curtesy to the other spouse, his or her heirs or assigns, or personal representatives, or will join upon request, with the spouse or his or her assigns or heirs, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

23. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

24. The provisions of this Agreement are not subject to modification by any Court, pursuant to Article 1b, Section 28 of the Annotated Code of Maryland.

25. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

26. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

27. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending, or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties, for themselves and their respective heirs,

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personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof.

28. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

29. Each party hereto declares that she or he has read the foregoing Separation and Property Settlement Agreement, and that he or she has had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to three counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS:

William J. [Signature]
Carl M. [Signature]

Dolores Jean Kelly (SEAL)
Dennis A. Kelly (SEAL)
Dolores Jean Kelly
Dennis Allen Kelly

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY That, on this 2nd day of June, 1981, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared DOLORES JEAN KELLY, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and she acknowledged said Agreement to be her act and deed.

WITNESS my hand and Notarial Seal.



Oneda M. Shipley
NOTARY PUBLIC
My Commission expires July 1, 1982

LAW OFFICES
WILLIAM T. FITZGERALD
8 NORTH COURT STREET
WESTMINSTER, MD. 21157

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY That, on this 2 day of June, 1981, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared DENNIS ALLEN KELLY, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and he acknowledged said Agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

Marie E. Whitaker
NOTARY PUBLIC

My Commission expires July 1, 1982

LAW OFFICES
JAM T. FITZGERALD
8 NORTH COURT STREET
WESTMINSTER, MD. 21157

DONALD LEE VAN CLEVE : No. 19716 Equity
 Plaintiff : in the
 vs : Circuit Court
 ETHEL SIGRID VAN CLEVE : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 10th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Donald Lee Van Cleve, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Ethel Sigrid Van Cleve; and

It is further ADJUDGED, ORDERED and DECREED that Plaintiff, Donald Lee Van Cleve, and Defendant, Ethel Sigrid Van Cleve, shall have joint guardianship and custody of Walter Scott Van Cleve and Sean George Van Cleve, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement, dated August 5, 1982, and the Amendment thereto dated September 13, 1983, filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff and the Defendant shall have visitation with said minor children as set out in Paragraph 3 of said Agreement as amended; and that Plaintiff shall pay Defendant child support in accordance with Paragraph 4 of said Agreement as amended; subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul K. Burns, Jr.
 Judge

Filed November 10, 1985

VOLUNTARY SEPARATION
 AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this FIFTH day of AUGUST, 1982, by and between ETHEL SIGRID VAN CLEVE (hereinafter referred to as "Wife") and DONALD LEE VAN CLEVE (hereinafter referred to as "Husband").

EXPLANATORY STATEMENT

The parties were lawfully married on or about August 27, 1966, in Washington, D.C. Two children were born to them during their marriage, namely: Walter Scott Van Cleve, born December 6, 1969; and Sean George Van Cleve, born August 19, 1975.

Irreconcilable differences have arisen between the parties and they are now and have been since MARCH 2, 1982, living separate and apart voluntarily and by mutual agreement and consent, with the intent of ending their marriage. It is the mutual desire of the parties to hereby enter into an Agreement in accordance with the provisions of Article 16, Section 28 of the Annotated Code of Maryland, and to address all questions concerning maintenance and support, alimony, custody of minor children, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and all other matters and rights of every kind and character arising from their marital relationship. It is the intention that the following shall be effective from the date hereof, whether or not a bill for divorce is filed by either against the other.

NOW THEREFORE, in consideration of the mutual promises made one to the other as hereinafter set forth and the acts to be performed by the parties hereto, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties, having heretofore mutually agreed to

Initial: DL, ES

Pl. Exhibit No. 1

separate and voluntarily live apart, with the intention of terminating the marriage, and having done so since MARCH 2, 1982, do hereby expressly agree to continue to do so. *PC*

Each of the parties shall be free to go his or her own way, free from interference, authority and control by the other, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit without, and free from any control, restraint, or interference by the other party, in all respects. Neither party shall interfere with or molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise.

2. The parties shall have joint custody and guardianship of the two minor children of the marriage. The parties agree to consult with each other and to share in the decision-making in all significant matters relating to the health, education and general welfare of each of the children, including but not limited to the following matters: choice or change of school, college, camp or other summer activity, special tutoring, involvement in sports, music, art, dance and other cultural activities, medical care (other than minor illnesses), and psychological or psychiatric treatment or counseling. The principal place of residence of both children shall be with Wife, unless otherwise agreed by both parties. If either party moves more than fifty (50) miles from the other's principal place of residence, or if it becomes otherwise desirable for the best interests of the children, the parties agree to enter into good-faith negotiations to alter the primary residences of, and visitations with the two minor children of the parties.

3. Husband shall have liberal rights of visitation, in

Initial: *PC, BAW*

accordance with and including the times described in Schedule "A", which is attached hereto and made a part hereof. Holiday and vacation visitation with each party shall be as follows:

- a. In even-numbered year, Wife will have both children on Christmas, New Year's Day, Memorial Day, Labor Day, and Sean's birthday.
- b. In even-numbered years, Husband will have both children on Easter, July 4th, Thanksgiving, and Scott's birthday.
- c. In odd-numbered years, Husband will have both children on Christmas, New Year's Day, Memorial Day, Labor Day, and Sean's birthday.
- d. In odd-numbered years, Wife will have both children on Easter, July 4th, Thanksgiving, and Scott's birthday.
- e. Husband shall have both children on Husband's birthday and Father's day. Wife shall have both children on Wife's birthday and Mother's day.
- f. Both children shall reside together with each party for a minimum of three consecutive weeks during the children's summer vacation from school. The periods of such residency for each year shall be established by the parties in good faith, based upon the best interests of the children and the vacation schedule of each party, at least thirty (30) days prior to the beginning of summer vacation.

Failure of Husband to exercise any portion of the visitation provided herein shall not constitute a waiver of such rights.

4. A. Husband agrees to pay Wife \$520.00 each month as alimony and \$780.00 each month as child support for both children until the first to occur of the following events: (i) Wife moves from the marital residence, known as 6730 Allview Drive, Columbia, Maryland 21046; (ii) either of the parties is granted a final divorce by a court of competent jurisdiction; (iii) October 1, 1983.

Initial: *PC, BAW*

B. Upon the first to occur of any of the aforesaid termination events, Husband's obligation for alimony or maintenance for Wife shall cease, and Wife hereby forever waives any further right to alimony or maintenance beyond said termination event. Husband shall pay to Wife thereafter as child support the amount of \$668.00 each month for both children, until August 31, 1987.

C. From September 1, 1987, until August 31, 1993, Husband shall pay to Wife as child support the amount of \$446.00 each month, until August 31, 1993, after which time all payments to Wife shall cease.

D. Annually, commencing on January 1, 1983, and on January 1st of each year thereafter, Husband agrees to increase the payments described above at the rate of increase, if any, in the Consumer Price Index (CPI) for the Baltimore, Maryland area of the United States Bureau of Labor Statistics, from the Index of the same date of the previous year.

5. Husband agrees to pay the cost of tuition, fees and books for each child who is enrolled as a fulltime student at an accredited four-year college or university, provided that the child maintains a passing grade-point average at said institution. Payments by Husband for said expenses shall be made as incurred. Husband's obligation for said costs for each child shall not exceed four years, within a period not to exceed the sixth year after the child's graduation from high school. The maximum obligation of Husband shall be the equivalent cost for a fulltime student attending the University of Maryland, College Park, as a Maryland resident, in the year that said expenses are incurred.

6. Husband agrees to maintain coverage for the minor children of the parties under his Postmaster's High Option Health Benefit Plan or its approximate equivalent, until his

Initial: DC, EW

obligation for child support payments cease as provided in Paragraph 4 hereof, so long as they are eligible for coverage as dependents. Husband shall also cover Wife on said Plan or its approximate equivalent, until a court of competent jurisdiction issues a final decree of divorce between the parties.

7. So long as Husband is obligated for child support payments or the payment of college expenses as provided in Paragraph 5 hereof, Husband agrees to maintain a minimum of \$150,000.00 of insurance on his life with the Federal Employees Group Life Insurance program and to name the two children of the parties as sole and equal beneficiaries of said insurance.

8. A. The parties own as tenants by the entireties the improved real property located at and known as 6730 Allview Drive, Columbia, Howard County, Maryland, said property being the marital home of the parties. Said property has been placed for sale on the open market, and the parties agree to continue to maintain the property for sale on the open market until sold. The parties agree to cooperate and use their best efforts to obtain a buyer as soon as possible at a purchase price as close as possible to the fair market value of the property, keeping in mind the mutual desire of the parties to consummate a sale at the earliest possible date. Wife agrees to cooperate fully with Husband in any way necessary to obtain an equity advance on said property, at Husband's option, recognizing that it is in the best interests of both parties and the minor children that Husband be able to purchase another house as soon as possible. Until the sale of said marital home, the parties agree to share equally in all costs and expenses for the property, including but not limited to mortgage payments, taxes, insurance, utilities, maintenance and repairs.

B. It is the intent of the parties to divide equally between them all jointly held property, including the marital

Initial: DC, EW

home. In accordance with that intent, the net proceeds of sale of the marital home shall be divided equally between Husband and Wife, after payment of the following: (i) outstanding principal on any mortgages on the property and any other liens and encumbrances on said property; (ii) all expenses incurred by the parties in said sale, including without limitation settlement costs, attorney fees, documentary stamps and transfer taxes, recording costs and commissions; and (iii) payment to Wife of \$6,944.00, as an adjustment for the value of jointly held personal property retained by Wife according to the terms of this Agreement.

9. A. Wife hereby transfers to Husband all her right, title and interest in and to the 1977 Toyota Celica of the parties, and agrees to execute all documents necessary to effect said transfer of title. Husband hereby transfers to Wife all his right, title and interest in and to the 1972 Ford van of the parties, and agrees to execute all documents necessary to effect said transfer of title.

B. Wife hereby transfers to Husband all of her right, title and interest in and to the personal and marital property listed on Schedule "B" hereof, which is attached hereto and made a part hereof. All of the remaining household furnishings and supplies in the marital home shall become the sole property of Wife, and Husband hereby transfers to Wife all his right, title and interest in and to said remaining personal property.

C. The Wife agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and effects, and any other specific personal property of the Husband.

The Husband agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and effects, and any

Initial: D. J. [Signature]

other specific personal property of the Wife.

10. Wife has been informed of her rights regarding the marital property of the parties, including any rights she may have in Husband's pension as an employee of the U.S. Government. Wife hereby irrevocably waives and relinquishes any rights she may have in Husband's pension.

11. The parties reserve the right to file jointly their 1982 federal and state personal income tax returns, if such filing is mutually advantageous.

12. A. Husband and Wife each represent and covenant that no debt or liability has been pledged in the name of the other party or as agent for the other party since the date of their separation.

B. The parties hereto agree that neither party shall incur any debts nor contract in the name of the other party, pledge the credit of the other or in any way subject the other party to liability for any debt or damages; and further, each agrees to at all times keep the other free, harmless and indemnified from any and all charges, debts and liabilities hereafter contracted by them.

13. A. Each of the parties hereto agrees to pay his or her own attorney fees in connection with the preparation and negotiation of this Agreement.

B. The parties agree that all court costs, including those of a Master-Examiner, of any divorce action based upon a mutual and voluntary separation of the parties shall be paid by the party filing the divorce action. In any divorce action based upon a mutual and voluntary separation, each party shall be responsible for his or her counsel fees.

14. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any

Initial: D. J. [Signature]

cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under MD. CODE, Courts and Judicial Proceedings, §§ 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State, or any other state, subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his death or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Initial: MC, EW

15. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

16. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

17. Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

18. This Agreement contains the entire understanding of the parties and there are no warranties, covenants or undertakings other than as expressly set forth herein. Any modification or waiver of any provision of this Agreement shall be effective only if made in writing and executed with the same formality

Initial: AC, EW - 9 -

as this Agreement. The failure of either party to insist upon such promises or the execution of any part of this Agreement shall not be construed as a waiver of subsequent default of the same or similar nature. In the event that any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

19. In the event of a reconciliation between the parties, the provisions of this Agreement as to the property rights of each shall not be affected and shall remain in full force and effect, except as otherwise provided herein, unless a new agreement is entered into in writing, mutually revoking and rescinding this Agreement.

20. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

21. Except as otherwise stated herein, all provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives and assigns of the parties.

IN WITNESS WHEREOF, we the undersigned, have hereunto subscribed our hands and affixed our seals to four counterparts of this Agreement, each of which shall constitute an original, on the day and year first above written.

WITNESS:

Deloris W. Tolamy
Kathleen M. Jindall
August 5, 1982

Ethel Sigrid Van Cleve (SEAL)
Donald Lee Van Cleve (SEAL)
 DONALD LEE VAN CLEVE

Initial: DC, SW.

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1982, the above named ETHEL SIGRID VAN CLEVE personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her voluntary act and deed for the purposes therein stated and that she has a full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Teresa A. Hulver
 NOTARY PUBLIC

My Commission Expires:

July 1, 1986

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DONALD LEE VAN CLEVE, who made oath in due form of law that all the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged the foregoing Agreement in writing to be his voluntary act and deed

WITNESS my hand and notarial seal.

Teresa A. Hulver
 NOTARY PUBLIC

My Commission Expires:

July 1, 1986

SCHEDULE "A"

Day Week	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
1	W	W	W	W	W H	H	H
2	W	W	W	W H	W	W	W
3	W	W	H	H	H W	W	W
4	W	W	W	W	W H	H	H
5	W	W	H	H	H	W	W
6	W	W H	W	W	W H	H	H

W = Wife

H = Husband

	Total Full Week Days	Total Half Week Days	Total Full Weekends
Wife	19	6	3 (6 days)
Husband	<u>5</u>	<u>6</u>	<u>3</u> (6 days)
	24 days	6 days	12 days = 42 days

[Signature]
E.W.

SCHEDULE "B"

Wife transfers unto Husband all her right, title and interest in and to the following personal property:

1. Chain saw
2. Assorted hand tools
3. Den desk
4. Lazy Boy recliner
5. Recreation room sofa
6. Two (2) recreation room chairs
7. Assorted records and books

[Signature]
E.W.

AMENDMENT TO VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THE UNDERSIGNED, being the parties to a Voluntary Separation and Property Settlement Agreement dated August 5, 1982, do hereby amend said Agreement as follows:

1. Paragraph 4, Subparagraph D, as set forth on Page 4 of said Agreement, shall be deleted in its entirety.
2. Schedule "A", attached to said Agreement and referred to in Paragraph 3, Page 3 of said Agreement, shall be deleted in its entirety, and amended Schedule "A", attached hereto, shall be substituted therefore.

Except to the extent expressly set forth herein, the Voluntary Separation and Property Settlement Agreement of August 5, 1982, shall remain in full force and effect.

WITNESS our hands and seals.

Donald Lee Van Cleve (SEAL)
DONALD LEE VAN CLEVE

Ethel Sigrid Van Cleve (SEAL)
ETHEL SIGRID VAN CLEVE

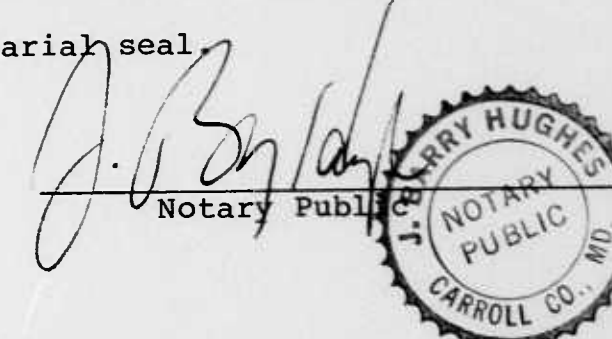
Pl. Exhibit No. 2

STATE OF MARYLAND, COUNTY OF Carroll TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DONALD LEE VAN CLEVE, who made oath in due form of law that all the matters and facts set forth in the foregoing Amendment are true and correct as therein stated and acknowledged the foregoing Amendment in writing to be his voluntary act and deed.

WITNESS my hand and notarial seal.

My Commission Expires: 7/1/86



STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ETHEL SIGRID VAN CLEVE, who made oath in due form of law that all the matters and facts set forth in the foregoing Amendment are true and correct as therein stated and acknowledged the foregoing Amendment in writing to be her voluntary act and deed.

WITNESS my hand and notarial seal.

My Commission Expires: July 1, 1986

James A. Hall
Notary Public



AMENDED
SCHEDULE "A"

Day Week	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
1	W	W	W	W	W H	H	H
2	W	W	W	W	W	W	W
3	H	H	H	H	H W	W	W
4	W	W	W	W	W H	H	H
5	H	H	H	H	H W	W	W
6	W	W	W	W	W H	H	H

W = Wife

H = Husband

SANDRA ROSE BRYSON ETTER : No. 19717 Equity
 Plaintiff : in the
 vs : Circuit Court
 ROBERT JOHN ETTER : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court: WHEREUPON IT IS ORDERED this 10th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Sandra Rose Bryson Etter, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Robert John Etter; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Sandra Rose Bryson Etter, and the Defendant, Robert John Etter, shall have joint guardianship and custody of John Ross Etter and William Frederic Etter, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Separation, Property Settlement and Custody Agreement dated July 23, 1982, and the Amendment thereto dated September 13, 1983, filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff and the Defendant shall have visitation with said minor children as set out in Paragraph 4 of said Agreement as amended; and that Defendant shall pay Plaintiff child support in accordance with Paragraph 5(b) of said Agreement as amended; subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luc C. Bump
 Judge

Filed November 10, 1983

SEPARATION, PROPERTY SETTLEMENT,
AND CUSTODY AGREEMENT

THIS AGREEMENT made this 23rd day of July, 1982, by and between SANDRA ROSE BRYSON ETTER (hereinafter referred to as "Wife") and ROBERT JOHN ETTER (hereinafter referred to as "Husband").

WHEREAS, the parties are husband and wife and were married in a religious ceremony in Hobart, Indiana, on June 26, 1965; and

WHEREAS, two children have been born of their marriage, namely John Ross Etter, born February 14, 1969, and William Frederic Etter, born January 12, 1972; and

WHEREAS, apparently irreconcilable differences have arisen between the parties hereto as a result of which they have mutually and voluntarily agreed to live separate and apart and in fact have lived separate and apart since February 1, 1982, and are now continuing to live separate and apart from this date forward; and

WHEREAS, it is the desire and intention of the parties by the execution of this Agreement that all questions of property rights, maintenance, support, alimony, custody of minor children, and all other rights of either party growing out of their marriage relation or otherwise should be agreed upon, adjusted and determined, without regard to whether or not any decree of divorce may be obtained by either party hereto; and

WHEREAS, each of the parties hereto is fully aware of the financial condition and prospects of the other, and the parties have agreed this date to settle, as herein set forth, the matters agreed upon, and accordingly they do hereby freely and voluntarily enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, and for other good and valuable

Pl. Exhibit No. 1

consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties hereto mutually and voluntarily separated on February 1, 1982, and it shall be lawful for each party at all times hereafter to live separate and apart from the other at such place or places as he or she may from time to time choose.

2. Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried and neither party shall molest the other or compel the other to cohabit or dwell with him or her.

3. The parties agree to have joint custody of the minor children of the marriage, namely John Ross Etter, born February 14, 1969, and William Frederic Etter, born January 12, 1972. The principal residence of said children shall be with Wife, unless otherwise agreed by both parties. The parties agree to consult with each other and to share in the decision making in all significant matters relating to the health, education and general welfare of the children, including but not limited to: medical (other than minor illnesses), psychological or psychiatric counseling and treatment; choice of or change in school, college, special tutoring, camp or other summer activity; involvement in sports, music, dance and other cultural activities. Both parties desire and agree to make all such decisions, always keeping in mind the best interests of the children.

4. Husband shall have liberal rights of visitation with the children, as more fully described in Schedule "A", which is attached hereto and made a part hereof. In addition, the holiday and vacation schedule shall be as follows:

a. In even numbered years Husband shall have both

children on Christmas, New Year's Day, Memorial Day, Labor Day and on the birthday of their son, William. Wife shall have both children on Easter, July 4th, Thanksgiving Weekend and on the birthday of their son, John.

b. In odd numbered years, the holiday visitation schedule set forth in sub-paragraph a. above shall be reversed.

c. Husband shall have both children on Husband's birthday and on Father's Day. Wife shall have both children on Wife's birthday and on Mother's Day.

d. Both children shall reside together with each party for a minimum of three consecutive weeks during the summer school vacation of the children. The parties shall arrange the times for said residency, based on the best interests of the children and the vacation schedules of each party. The parties shall attempt to reach agreement on said residency each year no later than two weeks prior to the beginning of the children's summer vacation.

Failure of Husband to exercise any portion of the visitation schedule herein shall not constitute a permanent waiver of such rights.

If either party moves beyond a 50-mile radius of Carroll County, Maryland, the parties agree to enter into good-faith negotiations to reestablish the arrangements for visitations with and the primary residences of said minor children, keeping in mind the best interests of the minor children.

5. (a) Husband agrees to pay Wife \$554.00 per month as alimony and \$831.00 per month as child support for both children either (i) until Wife moves from the marital residence (as more fully described in paragraph 9 herein), or (ii) until a court of competent jurisdiction grants the parties a final divorce, or (iii) until October 1, 1983, whichever shall

first occur.

(b) After the first of the contingencies in sub-paragraph (a) occurs, Husband shall pay to Wife as child support the sum of ~~\$850.00~~ ^{\$800.00} per month, from the date of said contingency until August 31, 1987. Husband shall not be obligated to Wife for any additional payments of alimony or maintenance for herself.

(c) From September 1, 1987 until August 31, 1990, Husband agrees to pay to Wife the sum of \$566.00 per month as child support, after which dates all of said payments shall cease.

(d) All payments payable herein to Wife shall be made to Wife on the first date of each month, until terminated as herein described.

(e) Husband agrees to increase the payments described above according to increases in the Consumer Price Index (CPI) compiled by the Bureau of Labor Statistics of the Department of Labor for the City of Baltimore, Maryland. Said increase in payments shall occur annually, beginning with the January payment each year, and shall reflect the increase in the CPI compiled closest to said payment date.

(f) In addition to the payments described herein, Husband agrees to pay each child's tuition, fees and books at a four-year institution of higher learning for up to four years, but within a period not to exceed the sixth year after that child's graduation from high school, and provided that the child maintains a passing grade-point average at said institution. The maximum obligation of Husband shall be the equivalent cost at the University of Maryland for said tuition, fees and books in the year that said payment or payments are to be made.

6. Except as provided herein, Husband and Wife release

and discharge each other absolutely and forever, for the rest of his or her life, from any and all claims and demands, past, present and future for alimony.

7. Husband agrees to maintain coverage for the minor children on his Blue Cross/Blue Shield Health Benefit Plan, or its equivalent, until his obligation for support in paragraph 5 herein ceases. Husband shall also cover Wife on said Plan until a court of competent jurisdiction issues a final decree divorcing the parties.

8. For a minimum period of 15 years from the date of this Agreement, Husband agrees to maintain his life insurance policies now in force with New York Life and Metropolitan Life, naming the minor children as sole and equal beneficiaries. Until the parties are divorced, Husband shall name Wife and the children as sole and equal beneficiaries on his life insurance policy with North American Life (N.A.L.), after which time the minor children shall be named as equal beneficiaries entitled to receive a minimum of two-thirds of the proceeds as beneficiaries under the policy. Husband shall maintain said N.A.L. policy for a period of five years from the date of this Agreement or until he terminates his employment with Hydronautics, Inc., whichever shall last occur.

9. The parties own as tenants by the entireties real property located at and known as 6658 Mohawk Court, Columbia, Howard County, Maryland, said property being the marital home of the parties and their children. The parties agree that said property shall be immediately placed for sale on the open market. The parties agree to cooperate in order to obtain a Buyer at as close to the fair market value of the house in as reasonably short period of time as possible. Until the final sale of said property, Wife and the minor children shall have exclusive use and possession of said

property. Until said sale, the parties agree to share equally in all costs and expenses for the property, including but not limited to mortgage payments, taxes, insurance, utilities, maintenance and repairs.

After settlement from said sale, the parties shall share equally in the net proceeds, after the payment of the following: (a) all expenses incurred by the parties in the sale, including but not limited to settlement costs, taxes and stamps, commissions, attorneys' fees, recording costs, and (b) the payment to Wife of \$5,220.00.

10. (a) The monies in the joint savings account of the parties at First American Bank of Maryland shall be divided equally.

(b) Husband waives all of his right, title and interest in the 1973 Chevrolet Caprice of the parties. Wife waives all of her right, title and interest in the 1977 Chevrolet Monte Carlo of the parties. Each party agrees to execute all documents necessary to transfer their respective interests in said vehicles. The parties shall share equally in the automobile insurance premiums with Hartford Auto Insurance on said vehicles until a final divorce of the parties, after which time each party shall be responsible for insurance on his or her respective vehicle.

(c) Wife relinquishes all of her right, title and interest in the Pension Fund of Husband with his employer, Hydronautics, Inc.

(d) Wife waives all of her right, title and interest to the personal and marital property listed on Schedule "B" which is attached hereto and made a part hereof. All property listed therein shall become the sole property of Husband. All of the remaining personal property in the marital home shall become the sole property of Wife, and Husband waives all

of his right, title and interest thereto.

11. The parties reserve the right to file jointly their 1982 federal and state income tax returns, if such filing is mutually agreeable. If a joint return is filed for 1982, the parties shall share equally in any refunds.

12. Until the parties are granted a final decree for divorce, Wife shall have the right to use the parties' Sears, Mastercard, Washington Shopping Plate, Amoco and Exxon credit cards, after which time said cards shall be solely for the use of Husband. Unless otherwise provided herein, Husband shall be responsible for all debts incurred by the parties before February 1, 1982. Since said date of separation, the parties agree that they have not nor will they in the future pledge the credit of the other, and agree to assume all debts and obligations he or she incurred, including on said credit cards, since said date.

13. The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 28 of Article 16 of the Annotated Code of Maryland, any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage. The parties hereto understand that any and all provisions for the care, custody, education or maintenance of said minor children may be modified by a Court of Equity when said Court deems it proper, looking always to the best interests of said children. The parties hereby acknowledge that each has fully acquainted the other in detail with his or her means, resources and net worth. The parties further acknowledge that in signing this Agreement, it is binding upon him or her, his or her heirs and assigns and that his or her rights and obligations with regard to alimony, child support, property, custody and all matters arising out of the marital relationship

will be finally and conclusively determined by this Agreement, except for those matters which remain within the continuing jurisdiction of the Equity Court. The provisions of this Agreement with respect to alimony, support and maintenance are not subject to any court modification. The parties, having full knowledge of Section 3-6A-01, et seq. of the Courts and Judicial Article, Annotated Code of Maryland, as amended, hereby waive and release any claims against each other or any right they against the other arising out of the aforesaid law.

14. Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby releases, relinquishes, waives, surrenders, grants and assigns unto each other party and their respective personal representatives, heirs, devisees, legatees, distributees and assigns, all rights and claims of dower, curtesy, descent, inheritance and distribution, and all rights to administer the estate of the other, all widow's and widower's statutory rights to legal shares and all other rights under the laws of testacy and intestacy, and all other respective rights, claims or titles, whether arising out of the said marriage between them or otherwise, in and to, or to participate in any way in the distribution or enjoyment of, the property or estate of the other, real, personal or mixed, whether now owned or hereafter acquired; to the end that, except as otherwise provided, all liability of whatsoever nature on the part of Husband to Wife and Wife to Husband, past, present and future, actual or potential, whether arising from their marriage relationship or otherwise, shall cease and terminate absolutely and forever.

15. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does

for himself and herself, and their respective personal representatives, heirs, devisees, legatees, distributees and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever which either of the parties has had or now has against the other, except any and all causes of action for divorce.

16. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute or limited divorce against the other in any jurisdiction, based upon any past, present or future conduct of the other nor to bar the other from defending any such suit.

17. In the event any such action is instituted, the parties shall be bound by all the terms of this Agreement. If consistent with the rules of Court, the provisions of this Agreement or the substance thereof shall be incorporated in such decree, but, notwithstanding such incorporation, this Agreement will not be merged in such decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

18. In case of a reconciliation, the provisions of this Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new agreement.

19. Each of the parties shall from time to time at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

20. Each party shall pay and hereby assumes liability for all attorney's fees which he or she may incur in the negotiation and execution of this Agreement, and which he

or she incurs in the prosecution of any divorce action, if so instituted; the party instituting and prosecuting the divorce action shall pay all reasonable court costs incurred in connection with said action.

21. Each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and it is not the result of any duress or undue influence.

22. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

23. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon a strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

24. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

25. If any provision of this Agreement is held to be invalid and unenforceable, all other provisions shall nevertheless continue in full force and effect.

26. All the provisions of this Agreement shall be binding upon the respective heirs and personal representatives of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement in two counterparts, each

of which shall constitute an original.

WITNESS:

Sandra Rose Bryson Etter (SEAL)
SANDRA ROSE BRYSON ETTER

Robert John Etter (SEAL)
ROBERT JOHN ETTER

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 21 day of July, 1982, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared SANDRA ROSE BRYSON ETTER and made oath in due form of law, under penalty of perjury, that the matters and facts set forth in the foregoing Separation, Property Settlement, and Custody Agreement are true.

Sandra Rose Bryson Etter
NOTARY PUBLIC

My Commission Expires: July 1, 1986

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 28 day of July, 1982, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT JOHN ETTER and made oath in due form of law, under penalty of perjury, that the matters and facts set forth in the foregoing Separation, Property Settlement, and Custody Agreement are true.

Robert John Etter
NOTARY PUBLIC

My Commission Expires: 1982

SCHEDULE A

Week	Day	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
1		W	W	W	W	W / H	H	H
2		W	W	W	W	W / H	H	H
3		H	H	H	H	H / W	W	W
4		W	W	W / H	W	W	W	W
5		H	H	H	H	H	W	W
6		W	W	W	W	W / H	H	H

W - Wife
H - Husband

	Total Full Week Days	Total Half Week Days	Total Full Weekends
Wife	16	5	3 (6 days)
Husband	9	5	3 (6 days)
	25 days	5 days	12 days

TOTAL 42 DAYS

S.B.C.

SCHEDULE B:

Possessions and Furnishings

1. Large power tools
2. Pool table and accessories
3. National geographic book case
4. Downstair's stereo
5. Fireplace screen
6. Old chest
7. Colonial house print
8. Pool light
9. 1977 Monte Carlo
10. Fireplace tools
11. 3 Cape Cod photos
12. 3 Western photos
13. Antique oil painting
14. North Dakota photo
15. Ball clock
16. Work bench
17. Art cabinet
18. Wooden school desk (small)
19. Half of all steel storage shelves
20. 2 school desks
21. 2 saw horses
22. Mahogany desk
23. Sliding door
24. Half of all photos & slides
25. Camera equipment
26. All lumber & supplies
27. Hand tools
28. Half of lawn tools
29. Half of all records & tapes
30. Half of all joint ^{by owned} books

SBC

AMENDMENT TO SEPARATION, PROPERTY SETTLEMENT
AND CUSTODY AGREEMENT

THE UNDERSIGNED, being the parties to a Separation, ^{1st page} Property Settlement and Custody Agreement dated July 23, 1983, do hereby amend said Agreement as follows:

1. Paragraph 5, Subparagraph (e), as set forth on Page 4 of said Agreement, shall be deleted in its entirety.
2. Schedule "A", attached to said Agreement and referred to in Paragraph 4, Page 2 of said Agreement, shall be deleted in its entirety, and amended Schedule "A", attached hereto, shall be substituted therefore.
3. The child support sum of \$850.00, as reflected in Paragraph 5 (b), Page 4 of said Agreement, is hereby amended to the sum of \$800.00.
4. The word "Weekend", as contained in Line 3, Subparagraph a, of Paragraph 4, Page 3 of said Agreement shall be deleted in its entirety.

Except to the extent expressly set forth herein, the Voluntary Separation and Property Settlement Agreement of July 23, 1982, shall remain in full force and effect.

WITNESS our hands and seals.

Sandra Rose Bryson Etter (SEAL)
SANDRA ROSE BRYSON ETTER

Robert John Etter (SEAL)
ROBERT JOHN ETTER

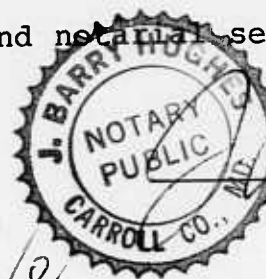
Pl. Exhibit No. 2

BOOK 21 PAGE 871

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 13 day of September 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared SANDRA ROSE BRYSON ETTER, who made oath in due form of law that all the matters and facts set forth in the foregoing Amendment are true and correct as therein stated and acknowledged the foregoing Amendment in writing to be her voluntary act and deed.

WITNESS my hand and notarial seal.



My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF , TO WIT:

I HEREBY CERTIFY that on this 13th day of September 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ROBERT JOHN ETTER, who made oath in due form of law that all the matters and facts set forth in the foregoing Amendment are true and correct as therein stated and acknowledged the foregoing Amendment in writing to be his voluntary act and deed.

WITNESS my hand and notarial seal.



My Commission Expires: July 1, 1986

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BOOK 21 PAGE 872

AMENDED
SCHEDULE A

Week	Day	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
1		W	W	W	W	W H	H	H
2		W	W	W	W	W	W	W
3		H	H	H	H	H	H	H
4		W	W	W	W	W	W	W
5		H	H	H	H	H W	W	W
6		W	W	W	W	W H	H	H

W - Wife
H - Husband

BOOK

21 873

LYNN MICHELLE VEARA : No. 19397 Equity
 Plaintiff : in the
 vs : Circuit Court
 JACK ROBERT VEARA : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Lynn Michelle Veara, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Jack Robert Veara; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 14, 1982 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Lynn Michelle Veara, be and the same is hereby changed to Lynn Michelle Gore, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns, Jr.
 Judge

Filed November 10, 1983

BOOK

21 874

VOLUNTARY SEPARATION
 AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 14th day of August, 1982, by and between LYNN MICHELLE VEARA, hereinafter called the "Wife", party of the first part, and JACK ROBERT VEARA, hereinafter called the "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 16, 1980, in Carroll County, Maryland. No children were born to the parties as a result of this marriage.

On April 18, 1982, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage, and they have continued to do so. The parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their property rights, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other for their respective heirs, personal representatives, and assigns as follows:

FIRST: The parties agreed to separate, and from the date of April 18, 1982, voluntarily lived separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage. Neither of the parties

LEGAL CLINIC
 OF
 KAPLAN, ORANDLE
 & SHERE, P.A.

Pl. Exhibit No. 1

shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

SECOND: The parties do hereby agree that all household chattels and other personal property of any nature or kind whatsoever, including the furniture, chattels, and personal property contained in or about the residence at 5408 Emerald Drive, Sykesville, Maryland 21784, has been divided heretofore by the parties. In this regard, all personal property presently in the possession of either of the parties shall be deemed to be considered the sole and separate property of the party having said possession, unless otherwise stated in this Agreement.

THIRD: Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind and nature and description and wheresoever situate, which are owned now or held by him or her with full power to him or her to dispose of same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

FOURTH: The Wife hereby further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband, and now in his

possession, custody or control.

FIFTH: The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

SIXTH: The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to a 1980 Datsun truck, 1970 "175" Honda, and a 1975 "500" Honda, which are presently titled in the Husband's name alone. The Husband agrees hereby to pay unto Westminster Bank & Trust Co., according to its terms, the loan for the purchase of said truck and to save the Wife harmless from any liability resulting therefrom. The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to a 1974 Ford Maverick, which is presently titled in the Wife's name and her mother's (Elsie M. Gore) names solely. The parties shall execute such documents as may be necessary or proper for the issuance of a new certificate of title in his or her name, solely, and each party shall pay the cost of procuring their respective vehicles in his or her own name.

SEVENTH: The parties hereto agree that there are no outstanding joint bills as of the date of this Agreement.

Each party shall assume all the responsibility for debts contracted by himself or herself, except as provided for in this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, the Husband and Wife covenant and

agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name of, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debts or liability and shall hold and save the other harmless and indemnify the other from any such debts or obligations.

EIGHTH: In consideration of the provisions herein for the respective benefit of the parties, and other good and valuable considerations, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

NINTH: The parties do hereby agree that all joint checking and savings accounts in the names of both parties have heretofore been divided to the satisfaction of each party.

TENTH: The parties hereto agree that each party shall pay equally the costs of his or her own attorney's fees incurred with respect to a Separation Agreement, and that each party shall pay equally the cost of his or her own attorney's fees with respect to obtaining a Decree of Divorce A Vinculo Matrimonii, and further, each party hereby releases the other from payment of any other counsel fees on behalf of him or her for any matter whatsoever.

ELEVENTH: The parties hereto agree that each party shall pay equally the court costs incurred for obtaining a Decree of Divorce A Vinculo Matrimonii, including the fee of an Examiner-Master, regardless of which party files.

TWELFTH: Said parties hereto and each of them will, upon request, execute such further and other assurances and instruments thereof as may be necessary to carry out the purposes of this Agreement, or any provisions hereof.

It is intended that none of the provisions of this Agreement, shall in any way be altered, changed, cancelled, abrogated, or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogations or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto and the amendment or deletion of any part of this Agreement by the parties as the result of the reconciliation or otherwise by the Court shall not affect the remaining terms and provisions hereof.

THIRTEENTH: With the approval of any Court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce A Vinculo Matrimonii, which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof in said Decree, then, and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide and carry out all of the provisions hereof.

FOURTEENTH: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right,

BOOK 21 879

title, interest and claim which said parties might now have or which they may hereafter have as the Husband, Wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, whether arising out of the marriage or otherwise, including, but not limited to any claim arising under Maryland Code, Courts and Judicial Proceedings 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of law of this statute subsequent to the execution of this Agreement concerning the marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement that either of said parties may own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community property or marital, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way the enjoyment or distribution of any of the real or personal estate of which the other may possess at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of one so dying.

FIFTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement, and that each has been advised of his or her respective legal rights and liabilities and that each has been advised of his or her right to retain, consult and pay separate counsel, and that each signs this Agreement freely and voluntarily, and intending

LEGAL CLINIC
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KAPLAN, ORANDLE
& SHERE, P.A.

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BOOK 21 880

thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective Personal Representatives, heirs, legatees, devisees, distributees, and assigns and all persons claiming by and through them or any of them.

WITNESS the hands and seals of the parties hereto the day and year first written above.

WITNESS:

Adell R. Sitch

Adell R. Sitch

JACK ROBERT VEARA (SEAL)

LYNN MICHELLE VEARA (SEAL)
LYNN MICHELLE VEARA

LEGAL CLINIC
OF
KAPLAN, ORANDLE
& SHERE, P.A.

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BOOK 21 PAGE 881

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 14th day of August, 1982, before me, the subscriber, a Notary Public in and for the county aforesaid, personally appeared LYNN MICHELLE VEARA, one of the parties to the foregoing Agreement, and acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein, with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

ASDELL R. SUTCH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986
Asdell R. Sutch
NOTARY PUBLIC
My Commission Expires:

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 14th day of August, 1982, before me, the subscriber, a Notary Public in and for the county aforesaid, personally appeared JACK ROBERT VEARA, one of the parties to the foregoing Agreement, and acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein, with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

ASDELL R. SUTCH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986
Asdell R. Sutch
NOTARY PUBLIC
My Commission Expires:

LEGAL CLINIC
OF
KAPLAN, ORANDLE
& SHERE, P.A.

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BOOK 21 PAGE 882

DARLENE MILLER : No. 19667 Equity
Plaintiff : in the
vs : Circuit Court
KENNETH MILTON MILLER, JR. : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Darlene Miller, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Kenneth Milton Miller, Jr.; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Darlene Miller, be and she is hereby awarded the guardianship and custody of Jamie Lee Miller, the minor child of the parties hereto, with the right unto the Defendant, Kenneth Milton Miller, Jr., to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay direct unto the Plaintiff the sum of \$30.00 per week, accounting from the date of this Decree, toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated February 4, 1981, with the exception as to the provision for child support, filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
Judge

Filed November 10, 1983

BOOK 21-883

VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 4th day of February, 1981, by and between DARLENE M. MILLER, hereinafter called the "Wife", party of the first part, and KENNETH M. MILLER, JR., hereinafter called the "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a Religious Ceremony on April 28, 1972, in Westminster, Maryland. One child was born to the parties as a result of this marriage, namely, JAMIE LEE MILLER, born April 16, 1973.

On January 21st, 1981, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage, and they have continued to do so. The parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their property rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives, and assigns as follows:

FIRST: The parties agree to separate, and from the date of January 21, 1981, voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand

LAW OFFICE OF
BRANDLE AND SHERE

Pl. Exhibit No. 1

BOOK 21-884

any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. The parties agree to keep each other advised of their respective resident and work address and telephone numbers at all times.

SECOND: The parties own as tenants by the entireties the property 650 Jason Town Road, Westminster, Maryland 21157, which is now being occupied by the wife and minor child of the parties. The parties agree that they will sell the house immediately and that they will divide the net proceeds of the sale equally. Husband agrees that he will be responsible for the payment of the mortgage on the property until the property has been sold.

THIRD: Wife shall have the care and custody of the minor child of the parties with the right and privilege unto Husband to visit with and have said child with him at all reasonable times, it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the child. Wife shall cooperate to the fullest extent possible to effectuate this intent. Provided, however, that exercise of the visitation privileges by Husband shall not conflict nor interfere with the school schedule of the child, nor with bona fide plans previously made for the child's activities, and all such visitation, shall be exercised with due regard for the health and general welfare of said child. The Husband shall provide the Wife with prior notice of his intention to exercise any and all visitation privileges.

FOURTH: Husband shall pay unto Wife for the support and maintenance of the minor child of the parties, directly unto her and not through the Division of Parole and Probation of any

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BOOK 21-885

Court, accounting from and with the first payment being due and payable on February 9, 1981, the sum of \$25.00 per week. Said payments with respect to the child shall cease and terminate upon the first to occur of any one of the following events as to any such child: (a) arrival at age 18; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

FIFTH: The parties hereto agree that they have divided the balances existing as of the date of this Agreement in all of their bank accounts and make no further claims as to these monies.

SIXTH: The parties hereby agree that they have divided all of their furniture, household goods and furnishings acquired during the marriage and located in or about the marital home at 650 Jason Town Road, Westminster, Maryland.

SEVENTH: Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are owned now or held by him or her with full power to him or her to dispose of same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

EIGHTH: The Wife hereby further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

NINETH: The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

LAW OFFICE OF
RANDLE AND SHERE

BOOK 21-886

TENTH: The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to the 1975 A.M.C. Pacer which is presently titled in Wife's name alone. The 1975 A.M.C. Pacer is presently subject to a lien arising out of a loan for its purchase executed by the Husband and Wife, and in favor of Union National Bank. The Wife shall assume and pay in accordance with its terms, the loan on the 1975 A.M.C. Pacer and she shall indemnify and hold the husband harmless from any and all liability in connection with said loan. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1972 Plymouth Duster which is presently titled in the Husband's name alone. The 1972 Plymouth Duster is presently subject to a lien arising out of a loan for its purchase, executed by the Husband and Wife. The Husband shall assume and pay in accordance with its terms, the loan on the 1972 Plymouth Duster and he shall indemnify and hold the Wife harmless from any and all liability in connection with said loan. The parties shall execute such documents as may be necessary or proper for the issuance of new certificates of title and the Husband shall pay the cost of procuring same.

ELEVENTH: Husband agrees that he will keep his present medical insurance coverage on his wife until a final decree of divorce is obtained and that he will keep his present medical insurance coverage on the minor child of the parties until such child reaches age 18.

TWELFTH: The Husband agrees to pay all outstanding joint bills of the parties incurred up to the date of this Agreement, according to their terms. Any balance remaining when the marital home is sold shall be paid before the proceeds of the sale of the house are divided.

LAW OFFICE OF
RANDLE AND SHERE

Each party shall assume all the responsibility for debts contracted by himself or herself, except as provided for in this Agreement, up to and including the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, the Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

THIRTEENTH: Husband shall be entitled to claim the so called dependency exemption for JAMMIE LEE MILLER, on any Federal and State Individual Income Tax Returns to be hereafter filed by the Husband for the calendar years of 1981 and any taxable year thereafter. Parties agree to file joint Federal and State tax returns for the year 1980 and to divide equally, one-half (1/2) to each party, any refunds received.

FOURTEENTH: In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable considerations each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

FIFTEENTH: The parties hereto agree that each party shall pay the cost of his or her own attorney's fees incurred with respect to a separation, and that each party shall pay the cost of his or her own attorney's fees incurred with respect to obtaining of a Decree of Divorce A Vinculo Matrimonii. Furthermore, each party hereto releases the other from any other or further counsel

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fees for her or him or on his or her behalf in connection with any matter or thing whatsoever.

SIXTEENTH: The parties hereto agree that each party shall be responsible for his or her own court costs including the fee of an Examiner-Master incurred in any proceeding for Divorce A Vinculo Matrimonii instituted by either of the parties.

SEVENTEENTH: Said parties hereto and each of them will upon request execute such further and other assurances and instrument hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogations, or annulment, shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto and the amendment or deletion of any part of this Agreement by the parties as the result of the reconciliation or otherwise by any Court shall not affect the remaining terms and provisions hereof.

EIGHTEENTH: With the approval of any Court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted this Agreement shall be incorporated in any decree of absolute Divorce A Vinculo Matrimonii which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions hereof.

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BRANDLE AND SHERE

BOOK 21 889

NINETEENTH: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the Husband, Wife, Widower, Widow or next of kin, successor or otherwise, in and to any property, real or personal, whether arising out of marriage or otherwise, including but not limited to any claim arising under Md. Code, Courts and Judicial Proceedings 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement that either of said parties may own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever, therein, including the right to administer upon the estate of one so dying.

TWENTIETH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement; and that each has been advised of his respective legal rights and liabilities and that each has been advised of his or her right to

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BRANDLE AND SHERE

BOOK 21 890

retain, consult and pay separate counsel and that each signs this Agreement freely and voluntarily, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns and all persons claiming by or through them or any of them.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

David Brandley Darlene M. Miller (SEAL)
DARLENE M. MILLER

J. Barnes Kenneth M. Miller (SEAL)
KENNETH M. MILLER

LAW OFFICE OF
BRANDLE AND SHERE

BOOK 21 891

State of Maryland, County of Carroll, to wit:
I HEREBY CERTIFY, that on this 4th day of February, 1981, before me, the subscriber, a Notary Public as of the County and State aforesaid, personally appeared, DARLENE M. MILLER, one of the parties to the foregoing Agreement, and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.



Sharon Lois Luckinsky
NOTARY PUBLIC
My Commission Expires: 7-1-82

State of Maryland, County of Carroll, to wit:
I HEREBY CERTIFY that on this 5th day of June, 1981, before me, the subscriber, a Notary Public as of the County and State aforesaid, personally appeared, KENNETH M. MILLER, one of the parties to the foregoing Agreement, and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

Lois M. Luckinsky
NOTARY PUBLIC
My Commission Expires: 7/1/82

LAW OFFICE OF
BRANDLE AND BHERE

BOOK 21 892

GARLAND E. DULL	:	No. 19238 Equity
Plaintiff	:	in the
vs	:	Circuit Court
MARY E. DULL	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Garland E. Dull, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Mary E. Dull; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Robert K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
NOV 10 9 23 AM '83
CLERK
LAW OFFICE OF
BRANDLE AND BHERE

CAROL S. MEILE : No. 19545 Equity
 Plaintiff : in the
 vs : Circuit Court
 ELMER G. MEILE : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Carol S. Meile, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Elmer G. Meile; and

It is further ADJUDGED, ORDERED and DECREED that the Stipulation by and between the parties hereto set out in this Decree, be and it is hereby approved:

1. That Plaintiff shall have custody of the two minor children of the parties.
2. That Defendant shall have reasonable visitation with said minor children.
3. That Defendant shall pay child support to Plaintiff for Laura Jo Meile and Frances Darn Meile, the minor children of the parties, in the amount of \$40.00 per week per child, for a total of \$80.00 per week, and provide medical coverage for said children until such time as each child attains the age of eighteen (18), becomes self-supporting or dies, whichever shall first occur.
4. That Plaintiff shall have the use, occupancy and possession of the family home situate at 1721 East Deep Run Road, Manchester, Maryland, for a period of three years from the date of this Decree.

Filed November 10, 1983

5. That all of the tangible personal property situate at 1721 East Deep Run Road, Manchester, Maryland, is the sole property of the Plaintiff except for mechanical tools, farm equipment and tractor which are the sole property of Defendant.

6. Defendant shall pay real estate taxes on said home for the current tax year and Plaintiff shall pay said taxes for the next two years, however, she shall receive credit from Defendant for one-half of the third year payment when the Deep Run Road property is sold or transferred.

7. That Plaintiff shall pay for all necessary repairs on said property during the period of her use, occupancy and possession thereof and shall be reimbursed by Defendant for any such repairs that exceed \$100.00 at the time said real property is sold or transferred.

8. That each party has made a full disclosure of their assets.

9. That Plaintiff shall pay the premium for insurance coverage on the property situate at 1721 East Deep Run Road during the period of her use, occupancy and possession thereof and shall be entitled to credit from Defendant for one-half thereof at the time said property is sold or transferred.

10. That each party shall pay one-half the open costs of this proceeding.

John R. Bump
 Judge

AMA LOUISE DOWDEN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
DANIEL LEE DOWDEN * CARROLL COUNTY
Defendant * EQUITY NO. 18566
* * * * *

DECREE

UPON consideration of the pleadings filed in this proceeding and the testimony taken, it is this 14th day of November, 1983, by the Circuit Court for Carroll County, sitting in Equity,

ADJUDGED, ORDERED and DECREED that Plaintiff, Ama Louise Dowden, be and she is hereby divorced a vinculo matrimonii from Defendant, Daniel Lee Dowden and it is further,

ORDERED, that Defendant Daniel Lee Dowden, pay unto Plaintiff, Ama Louise Dowden, as alimony, the sum of Six Hundred Dollars (\$600.00) per month for a period of 24 months from the date hereof, and it is further,

ORDERED, that the pertinent parts of the Stipulation and Agreement between the parties filed in this cause be and the same is hereby incorporated herein and it is further,

ORDERED, that the Defendant pay the costs of these proceedings.

Rule K. Burns, Jr.
JUDGE

RECEIVED IN
COURT
Nov 15 3 29 PM '83
CLERK

AMA LOUISE DOWDEN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
DANIEL LEE DOWDEN * CARROLL COUNTY
Defendant * EQUITY NO. 18566
* * * * *

STIPULATION AND AGREEMENT

This Stipulation and Agreement made this 1st day of November, 1983 by and between Ama Louise Dowden referred to hereinafter as the Plaintiff and Daniel Lee Dowden referred to hereinafter as the Defendant.

WHEREAS, the parties hereto, husband and wife are involved in litigation in this court proceeding involving the various rights and obligations of the parties arising out of the breakup of their marriage, and

WHEREAS, the parties have reached an agreement with respect to their various rights and obligations and now wish to set forth their agreement with respect thereto in writing.

NOW THEREFORE, in consideration of the covenants and agreements contained herein the parties do fully and voluntarily agree as follows:

1. That the Defendant shall transfer unto the Plaintiff all of his right title and interest to the real property of the parties at 2225 Feeser Road, Taneytown, Maryland simultaneously with the execution of this agreement.

2. That the Plaintiff shall transfer unto the Defendant all of the jointly owned stock of the parties in General Motors Corporation and any interests which she might have in the Defendants

retirement plan.

JSP/kas
10/24/83
JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
106 PENNSYLVANIA AVENUE
WESTMINSTER, MD. 21157

TELEPHONE
848-1000
876-1970

Nov 15 3 29 PM '83
CLERK

3. That the Defendant shall pay to the Plaintiff the sum of Six Hundred Dollars (\$600.00) per month, as alimony, for twenty four (24) months, from the date of the final Divorce Decree. Said alimony shall not be subject to court modification.

4. The Defendant will transfer unto the Plaintiff the 1972 Chevrolet and agrees to execute a gift certificate in connection with said transfer.

5. The Defendant shall retain all personal property located at his residence. The Plaintiff shall retain all personal property at her residence with the exception of these items shown on Exhibit A which is attached hereto. All items shown on Exhibit A shall be the property of the Defendant.

6. Simultaneously with the execution of this agreement the Defendant shall pay the sum of Three Thousand Five Hundred Dollars (\$3,500.00) in cash to the Plaintiff.

7. That the Defendant will pay the open court costs in connection with this proceeding.

Jan S. Parker
JAN S. PARKER

JOHNSON & PARKER, P.A.
196 Pennsylvania Avenue
Westminster, Maryland 21157
848-1000 876-1070
Attorney for Plaintiff

Thomas F. Stansfield
THOMAS F. STANSFIELD

37 Court Place
Westminster, Maryland 21157
876-1101

Ama Louise Dowden
AMA LOUISE DOWDEN

Daniel Lee Dowden
DANIEL LEE DOWDEN

TOOLS & EQUIPMENT

MECHANICAL

1. 60 Amp Battery Charger
2. DeBelvis Air Compressor & Roller Stand
3. 200' Air Hose & Quick Connection Couplings
4. Craftsmen Wet/Dry 16 Gal. Shop-Vac & Attachments
5. (2) Vinyl Covered Fender Covers
6. Yale 5,000 lb. Chain Hoist
7. Electrical Pliers Kit
8. Stainless Steel Drain Pan
9. Oil Pouring Spout

CARPENTER TOOLS

1. 50' Steel Tape
2. (2) Stanley Hand Clamps

MISCELLANEOUS TOOLS

1. 25' Trouble light
2. Aluminum Extension Ladder

FIREARMS

1. Smith & Wesson 38 Caliber Chief Nickle Plated, Round Grip
2. Remington 16 Gauge Pump Shotgun
3. Winchester 22 Caliber Rifle Bolt Action
4. Little Scout 22 Caliber Short Rifle
5. (1) Cleaning kit
6. (1) Rifle carrying case
7. (3) Holsters (shoulder) (belt) (clip)

PERSONAL BELONGINGS

1. Gold Necklace
2. Gold Bracelet
3. (4) Sets Cuff Lins & Misc. Tie Pins
4. Chevrolet Gold Ring
5. All personal Clothing remaining
6. Reel-to-Reel Tape Recorder
7. GE Tape Recorder
8. Weight Bench Press
9. 300 lbs. of Weights

EXHIBIT A

Continued Personal Belongings

10. (2) Short Dumbell Bars & Collars
11. (1) 5' Bar & Collar
12. desk pen holder w/pen and picture of airplane
13. diploma
14. Sony tape recorder
15. flight bag, log book and misc. airplane books
16. babybook
17. Chev. award plaque
18. flight instrument hood
19. Bearcat A/C scanner
20. paint brush from Mr. Dowden's father

COLLEEN MARIE WINEHOLT HAINES	:	No. 19728 Equity
Plaintiff	:	in the
vs	:	Circuit Court
MICHAEL ALAN HAINES	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Colleen Marie Wineholt Haines, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Michael Alan Haines; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 9, 1983 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Colleen Marie Wineholt Haines, be and the same is hereby changed to Colleen Marie Wineholt, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Richard H. Burns
Judge

Filed November 16, 1983

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of March, 1982, by and between COLLEEN MARIE WINEHOLT HAINES, of Carroll County, Maryland, herein called "Wife", and MICHAEL ALAN HAINES, of Carroll County, Maryland, herein called "Husband".

WHEREAS the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on September 18, 1976, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about September 16, 1982, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

SECOND: That no children were born to husband and wife as a result of this marriage.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

JOHN R. MACDONALD
ATTORNEY AT LAW
BETHESDA, MD. 20817

20817 1 23 6N.83

Exhibit No. 1

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

FIFTH: Husband and wife agree that the 1981 Toyota automobile titled in husband's name alone shall be sold as soon as possible and the net proceeds realized from the sale shall be divided equally between the parties. Net proceeds shall mean the total price paid for the vehicle less any amounts necessary to discharge the lien thereon by the Provident Savings Bank and any reasonable and necessary costs payable by the Seller incident to the sale. Husband shall pay when due, assume full liability on and hold wife harmless on account of the loan to the Provident Savings Bank for the purchase price of the automobile until such time as settlement is held in connection with the sale of the automobile or the loan is otherwise paid in full by husband.

JOHN R. MACDONALD
ATTORNEY AT LAW
BETHESDA, MD. 20817

SIXTH: Wife shall retain the sole and complete ownership of her 1973 Vega station wagon which is free of any lien or encumbrance.

SEVENTH: Husband and wife agree that they shall each pay and be liable for one-half of their joint debt to the Carroll County Bank and Trust Company in the total approximate amount of \$1,000.00. Each will be liable to pay one-half of the \$132.64 monthly payment on said debt until it is fully discharged. Husband agrees to forward his monthly portion of the payment of \$66.32 to wife by check made payable to the Carroll County Bank and Trust Company and that wife, upon receipt of husband's check, shall forward husband's check and her payment in the amount of \$66.32 to the Carroll County Bank and Trust Company.

EIGHTH: Husband and wife agree that they shall each pay and be liable for one-half of their joint debt to Visa-Mastercard in the total approximate amount of \$900.00. Each will be liable to pay one-half of the \$43.00 monthly payment on said debt until it is fully discharged. Husband agrees to forward his monthly portion of the payment of \$21.50 to wife by check made payable to Visa-Mastercard and that wife, upon receipt of husband's check, shall forward husband's check and her payment in the amount of \$21.50 to Visa-Mastercard.

NINTH: Wife shall pay when due, assume full liability for and hold husband harmless on account of the following debts:

- | | |
|---------------------|-----------|
| 1. Princess Shop | \$142.00± |
| 2. Fashion Bug | \$140.00± |
| 3. Davids Jewellers | \$ 40.00± |

TENTH: Husband shall pay when due, assume full liability for and hold wife harmless on account of the following debts:

- | | |
|--------------------------|-----------|
| 1. Sears Roebuck and Co. | \$274.00± |
| 2. Southern States Coop. | \$470.00± |

ELEVENTH: Husband and wife shall each retain the sole and complete ownership of each's present life insurance policy with the Prudential Life Insurance Company.

TWELFTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final

settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

THIRTEENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

FOURTEENTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce and pay his or her counsel fees and court costs with respect thereto.

FIFTEENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

SIXTEENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

SEVENTEENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth

R. McDONALD
LAW
200-21157

• R. MCDONALD
• JAY ALAN
• J. H. MCGILL

BOOK 21 1997

LEONA MARIE HALL : No. 19534 Equity
Plaintiff : in the
vs : Circuit Court
ROY EDWARD HALL : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Leona Marie Hall, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Roy Edward Hall; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Leona Marie Hall, be and she is hereby awarded the guardianship and custody of Melissa Jean Hall, the minor child of the parties hereto, with the right unto the Defendant, Roy Edward Hall, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the matter of child support be and it is hereby reserved for future determination; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
Judge

Filed November 14, 1983

BOOK 21 1998

ANNETTE C. SMITH : No. 19431 Equity
Plaintiff : in the
vs : Circuit Court
MARK W. SMITH : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Annette C. Smith, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Mark W. Smith; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Annette C. Smith, be and she is hereby awarded the guardianship and custody of Mark William Smith, II, the minor child of the parties hereto, with the right unto the Defendant, Mark W. Smith, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant pay direct unto the Plaintiff the sum of \$20.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Property Settlement and Voluntary Separation Agreement by and between the parties hereto, dated March 20, 1980 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
Judge

Filed November 14, 1983

BOOK

21 MARCH 1980

PROPERTY SETTLEMENT
AND
VOLUNTARY SEPARATION AGREEMENT

THIS PROPERTY SETTLEMENT AND VOLUNTARY SEPARATION AGREEMENT made this 20th day of March, 1980, by and between ANNETTE CAROL SMITH, of Carroll County, in the State of Maryland, hereinafter referred to as "Wife", and MARK WILLIAM SMITH, of Carroll County, in the State of Maryland, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were married on November 12, 1974, in a civil ceremony by the Clerk of the Court, Westminster, Carroll County, Maryland, and that one (1) child has been born as a result of this marriage; namely, Mark William Smith, II, born April 11, 1975.

WHEREAS, irreconcilable differences have arisen between the parties, and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. Without waiving any ground for divorce which either of them may now have or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation and to make a permanent settlement of the property rights of each in the property of the other and do hereby agree upon a settlement of all questions of permanent alimony, alimony pendente lite, maintenance and support, counsel fees, court costs, property to be received in lieu of dower rights of either party in the property or estate of the other, either in property now or formerly held by either of them, jointly, as tenants by the entireties, as Husband and Wife, or otherwise, or in any property or estate hereafter to be held by either of them, and all other property rights of every kind and character that have accrued, or may accrue, to either of them by reason of their marital relation.

Pl. Exhibit No. 1

BOOK

21 MARCH 1980

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual promises, covenants, agreements and contracts hereinafter set forth and in consideration of the various acts and deeds to be performed by both the Wife and the Husband in pursuance hereof, and for other good and valuable considerations, the parties hereto agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties hereto voluntarily and mutually agreed to live separate and apart on March 21, 1980, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship.

3. The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, so far as the law allows. Each party understands that, until they shall have been divorced absolutely, either may be subject to allegations of adultery.

4. Except for the right, which each of the parties herein respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights

provided in this Agreement, the parties for themselves, and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title and interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widow, widower, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying; except as provided for herein.

5. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

6. In consideration of the mutual Agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each

party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, for the past, present or future.

7. The parties hereby agree that it is in the best interest of the minor child of said parties that the Wife shall have the care, custody and control of the parties minor child subject to the Husband's right to reasonable visitation, provided that the Husband will not interfere with the health, welfare, school and routine of the said child.

8. Husband shall pay directly unto the Wife for the support and maintenance of the minor child of the parties hereto, accounting from and with the first payment being due and payable on March 21, 1980, the sum of Twenty Dollars (\$20.00) per week. Said payments with respect to said child shall cease and terminate upon the first to occur of any one of the following events as to such child:

- (a) Arrival at age 18
- (b) Marriage
- (c) Becoming self-supporting
- (d) Death of said child or husband

9. The parties hereto have divided the furniture, household furnishings and all articles of personal property, personal clothing and adornment, and accessories, to their mutual satisfaction. Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description, and wheresoever the same is situate, which are now owned or held by him or her, with full right to him or her to dispose of the same as fully and effectually, in all respects for all purposes, as if he or she were unmarried, for the exception of those items given to them by Mr. and Mrs. Charles Smith which items shall be returned to them.

10. Husband agrees to transfer all of his right, title and interest in and to the 1975 Chevrolet Vega unto Wife and further agrees to execute any and all documents relative to same, if necessary, simultaneously upon the execution of this Agreement or within thirty (30) days from the date of said Agreement.

11. Husband shall retain the television set and refrigerator and will assume the debt for the television set and further shall indemnify and hold Wife harmless from any and all liability in connection with said debt. Wife shall retain the vacuum cleaner and will assume the debt for same and shall further indemnify and hold Husband harmless from any and all liability in connection with same.

12. The parties own as tenants by the entireties, in fee simple, the improved lot situate at 224 Carroll Heights in Taneytown (1st) Election District of Carroll County, Maryland, designated as Lots No. 19 and 20 on a plat of Bankards Addition to Taneytown, which Plats are recorded among the Plat Records of Carroll County in Plat Book No. 3, folio 11, each lot containing 6,250 square feet of land, more or less, and being the same land conveyed unto the parties hereto by deed of Charles Edward Smith, Attorney-in-fact for Katie B. Smith, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 699, folio 534 &c. and dated April 5, 1978. Relative to said real estate, the parties hereto agree as follows:

(a) Said home is to be sold and the proceeds are to be divided equally between the parties after the below mentioned expenses are paid.

(b) Up until the sale of the home, both parties shall be equally responsible and shall contribute one-half (1/2) of all mortgage payments, insurance payments on the home, any and all taxes, etc.

(c) Upon the sale of the home, a Four Thousand Dollar (\$4,000.00) debt, without interest, to Mr. James Sell shall be reimbursed.

(d) Upon the sale of the home, a Two Thousand Dollar (\$2,000.00) debt, without interest, to Mr. and Mrs. Charles Smith shall be reimbursed.

(e) The sale price of the home shall be mutually agreed upon by the parties.

13. Husband shall provide health and hospitalization insurance for Wife, as comparable to the existing policy, until the time of the final divorce decree.

14. Husband shall provide health and hospitalization insurance for the minor child, as comparable to the existing policy, until said child attains the age of eighteen years, dies or marries.

15. The parties hereto agree that each shall be responsible for their own counsel fees incurred in the final divorce.

16. Husband and Wife shall equally divide all court costs in connection with the final divorce proceedings.

17. Husband and Wife shall file joint income tax returns for the tax year 1979. Beginning with the tax year 1980, Wife shall claim the minor child as a deduction on even numbered years, alternating with husband he to have the right to deduct said child beginning with the tax year 1981 on odd numbered years. Any refunds resulting from filing joint income tax returns for the tax year 1979 shall be divided equally between the parties hereto.

18. The Wife does hereby covenant and agree that she will not pledge the credit of the Husband. The Husband does hereby agree that he will not pledge the credit of the Wife.

19. In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or

her true, sufficient and lawful attorney in fact, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein contained. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be exercisable by said attorney-in-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.

20. No representations, warranties, assurances, or promises have been made by either party as an inducement to enter into this Agreement, other than those herein set forth and this Agreement contains all the terms and conditions of the contract between the parties / there can be no modification of this Agreement, no waiver of any provision hereof, rights hereunder or conditions herein, or release from any obligation imposed hereby, except by written instrument, duly executed.

21. With the approval of any Court jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions hereof.

22. This Agreement is executed in the State of Maryland and the validity, construction, meaning and effect thereof shall be governed and determined by the laws of the State of Maryland. No waiver of any breach or default hereunder shall be deemed as a waiver of any subsequent breach or default hereunder.

23. Each and every paragraph of this Agreement, and each portion thereof, shall be considered to be severable from each and every other paragraph or portion thereof, and, if any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudication shall in no way affect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

24. The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his/her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals the day and year first hereinbefore written.

WITNESS:

R. Neal Haggan

Allen W. Winder

Annette Carol Smith (SEAL)
ANNETTE CAROL SMITH

Mark William Smith (SEAL)
MARK WILLIAM SMITH

STATE OF MARYLAND)
COUNTY OF CARROLL) to wit:

I HEREBY CERTIFY that on this 14TH day of March,

1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared ANNETTE CAROL SMITH, one of the parties to the foregoing Agreement and she acknowledged the same to be her act and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct.

As witness my hand and Notarial Seal the day and year last hereinbefore written.



R. Neal Hoffman
NOTARY PUBLIC

My commission expires: 7/1/82

STATE OF MARYLAND)
COUNTY OF CARROLL) to wit:

I HEREBY CERTIFY that on this 20th day of March,

1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared MARK WILLIAM SMITH, one of the parties to the foregoing Agreement and he acknowledged the same to be his act and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct.

As witness my hand and Notarial Seal the day and year last hereinbefore written.



Helen Windsor
NOTARY PUBLIC

My commission expires: 7/1/82.

VIRGIL HARRIS	:	No. 18140 Equity
Plaintiff	:	in the
vs	:	Circuit Court
YVONNE HARRIS	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Virgil Harris, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Yvonne Harris; and

It is further ADJUDGED, ORDERED and DECREED that the Stipulation by and between the parties hereto be and it is hereby approved as set out in this Decree:

1. That Plaintiff shall have custody of Chontese Harris and Wykeim Harris, the minor children of the parties.
2. That both Plaintiff and Defendant be charged generally with the support of the minor children.
3. That Defendant shall have liberal visitation with said children, Defendant having overnight visitation at her home from 9:00 P.M. Friday to 9:00 P.M. Sunday and Plaintiff shall furnish the transportation and Defendant shall pay Plaintiff the reasonable cost thereof.
4. That Plaintiff shall have the use, occupancy and possession of the marital home at 644 Uniontown Road, Westminster, Maryland, for a period of three years from the date of this Decree, and at the expiration of said period, the property is to be sold and the net proceeds divided equally unless otherwise agreed upon by the parties.

Filed November 14, 1983

BOOK

21 919

5. That Plaintiff is the sole owner of the 1975 Monza vehicle which is titled in his name.

6. That Plaintiff shall have the use and possession of the tangible personal property at 644 Uniontown Road, Westminster, Maryland, for a period of three years from the date of this Decree, after which said property is to be divided by mutual agreement of the parties in this cause; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rick K. Burns, Jr.
Judge

BOOK

21 920

MICHAEL L. SCHELLER	:	No. 19527 Equity
Plaintiff	:	in the
vs	:	Circuit Court
KAREN N. SCHELLER	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Michael L. Scheller, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Karen N. Scheller; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Defendant, Karen N. Scheller, be and the same is hereby changed to Karen Nadine Stultz, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rick K. Burns, Jr.
Judge

RECEIVED
CIRCUIT COURT
CLERK
NOV 18 9 03 AM '83

DORIS LORRAINE LESSNER	:	No. 17708 Equity
Plaintiff	:	in the
vs	:	Circuit Court
CHARLES HENRY LESSNER	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of November Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Doris Lorraine Lessner, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Charles Henry Lessner; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Doris Lorraine Lessner, be and she is hereby awarded the guardianship and custody of Lori Alice Lessner and Mark Charles Lessner, the minor children of the parties hereto, with the right unto the Defendant, Charles Henry Lessner, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated June 4, 1981, and the Stipulation and Agreement dated March 21, 1983, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein;

And, it is further ADJUDGED, ORDERED and DECREED that Defendant pay direct unto Plaintiff the sum of \$40.00 per week per child for a total of \$80.00 per week, toward the support of the minor children of the parties, pursuant to Paragraph 2 of the Stipulation and Agreement; subject to the further Order of this Court; and

Filed November 21, 1983

It is further ADJUDGED, ORDERED and DECREED that Defendant shall pay Plaintiff \$475.00 toward the orthodontic bill for Lori Lessner, one of the minor children of the parties; and

It is further ADJUDGED, ORDERED and DECREED that a judgment be and the same is hereby entered in favor of the Plaintiff and against Defendant for arrearages in child support in the amount of \$3,155.00 with interest from June 17, 1983; and

It is further ADJUDGED, ORDERED and DECREED that a judgment be and the same is hereby entered in favor of the Plaintiff and against the Defendant, for arrearages in spousal support, in the amount of \$3,155.00 with interest from June 17, 1983; and
It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Gabe K. Burns, Jr.
Judge

DORIS LORRAINE LESSNER * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 CHARLES HENRY LESSNER * CARROLL COUNTY
 Defendant * Equity No. 17708
 * * * * *

STIPULATION AND AGREEMENT

DORIS LORRAINE LESSNER, hereinafter called "Wife", and CHARLES HENRY LESSNER, hereinafter called "Husband", in the interest of resolving all issues arising out of the above case and their Voluntary Separation and Property Settlement Agreement dated June 4, 1981, after due consideration and after consulting with their respective attorneys, hereby covenant and agree as follows:

1. Husband and wife ratify and confirm the Voluntary Separation and Property Settlement Agreement executed by them on June 4, 1981, except as modified or amended as follows:
2. Husband shall pay to wife the sum of FORTY DOLLARS (\$40.00) per week per child for the support and maintenance of each child for each week the child is in the custody of wife until each child reaches the age of 18 years, dies, marries, or otherwise becomes self-supporting.
3. Wife shall have the right to claim Mark Charles Lessner as a dependent for the purpose of annual Federal and State Income Tax Returns and husband shall have the right to claim Lori Alice Lessner as a dependent for the purpose of annual Federal and State Income Tax Returns commencing with the 1983 tax year with wife having the right to claim both children as her dependents on her 1982 Federal and State Income Tax Returns. Husband's right to claim Lori Alice Lessner is conditioned upon his faithful payment to wife of her child support as set out above and he will only have the right to claim the said Lori Alice Lessner as a dependent for income tax purposes for those years in which he has paid to wife the full and total child support money for Lori Alice Lessner.
4. Husband shall pay when due, one-half of all reasonable and necessary medical and dental bills for the children not covered by medical insurance so long as he is obligated for their support. In addition, husband shall pay when due one-half of the cost of Lori Alice Lessner's

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 ATTORNEY AT LAW
 WESTMINSTER, MD. 21157

Pl. Exhibit No. 2

Filed April 6, 1983

Wife will consult with Husband before incurring any substantial medical or dental expense of a non-emergency nature and she will continue to pay for the medication required by Mark. orthodontic work, the total cost of which is now \$950.00.

5. Husband shall release, transfer and assign unto wife all personal property, household goods and personal effects now in her possession or under her control to include all of said property located at 1215 Maple Crest Drive, Westminster, Maryland, notwithstanding paragraph Third (a) of the parties Voluntary Separation and Property Settlement Agreement.

6. Husband, at the time he signs this Stipulation and Agreement, shall execute a Deed to wife conveying to her all of his right, title and interest in the jointly owned real estate of the parties known as 1215 Maple Crest Drive, Westminster, Maryland.

7. Husband shall assign to wife at such time as he signs the Stipulation and Agreement, all of his right, title and interest in the 1975 Datsun automobile by properly endorsing over to wife the Maryland Motor Vehicle Administration Certificate of Title. Husband shall also execute a Gift Certification for said motor vehicle to wife. Wife shall pay when due, assume full liability on and save husband harmless on account of the loan from the Carroll County Bank and Trust Company for said motor vehicle as well as other monies owed to the Carroll County Bank and Trust Company by husband in the total amount of TWO THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS AND NO CENTS (\$2,823.00).

8. Wife shall waive any and all claims she has against husband for husband's failure to comply with his agreement to purchase a new car for her under paragraph Third (g) of the parties Voluntary Separation and Property Settlement Agreement.

9. Wife releases and waives unto husband any and all claim she has for spousal support under paragraph Third (h) of the parties Voluntary Separation and Property Settlement Agreement dated June 4, 1981, accounting from February 24, 1983, forward.

10. Husband consents to this Court entering a judgment against him in favor of wife for child support arrearages in the amount of THREE THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$3,155.00).

11. Husband consents to this Court entering a judgment against him in favor of wife for spousal support arrearages in the amount of THREE THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$3,155.00).

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 ATTORNEY AT LAW
 WESTMINSTER, MD. 21157

12. Husband shall release, transfer and assign unto wife all property enumerated on Exhibit A attached to the parties Voluntary Separation and Property Settlement Agreement and further waives unto wife any claim he may have to such property.

William R. MacDonald
WILLIAM R. MACDONALD
Attorney for Plaintiff
Suite 3A, 117 E. Main St.
Westminster, Md. 21157

Robert Johnson
ROBERT JOHNSON
Attorney for Defendant
11 North Court St.
Westminster, Md. 21157

Doris Lorraine Lessner
DORIS LORRAINE LESSNER
Dated: March 2, 1983

Charles Henry Lessner
CHARLES HENRY LESSNER
Dated: 3-21-1983

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 4/4 day of June, 1981, by and between DORIS LORRAINE LESSNER, of Carroll County, Maryland, herein called "Wife", and CHARLES HENRY LESSNER, of Carroll County, Maryland, herein called "Husband".

WHEREAS the parties hereto are now husband and wife, having been legally married by a religious ceremony in Baltimore County, Maryland, on February 23, 1962, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

Pl. Exhibit No. 1

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

SECOND: That the care, custody and control of the two children born of this marriage, namely, Lori Alice Lessner, born August 12, 1968, and Mark Charles Lessner, born May 2, 1972, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of \$45 each week per child for the support and maintenance of each child for each week the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

Wife shall have the right to claim said Lori Alice Lessner and Mark Charles Lessner as dependent for the purpose of annual Federal and State Income Tax Returns.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each except those items specifically set forth on Exhibit A attached hereto.

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WESTMINSTER, MD. 21157

(b) Convey to wife, within ten days of the date of the execution of this agreement, by such documents as may be necessary and at wife's cost and expense, including the cost of preparing said documents, the cost of recording, transfer and documentary stamps, if any, all of his right, title and interest in and to the home property now owned by them as tenants by the entireties, in fee simple, and known as 1215 Maple Crest Drive, Westminster, Carroll County, Maryland.

(c) Release, transfer, assign and convey unto wife within ten days of the date of the execution of this agreement all of his right, title and interest in and to the mortgage and note presently held by husband and wife as Mortgagees in connection with and sale of certain real estate located in the 7 block of Main Street, Sykesville, Carroll County, Maryland. It is the intention of the parties that wife shall be entitled to all proceeds of the aforementioned promissory note and mortgage as her sole and separate property which mortgage and note are presently valued at approximately \$14,000.

(d) Convey to wife, within ten days of the date of the execution of this agreement, by such documents as may be necessary and at wife's cost and expense, including the cost of preparing said documents, the cost of recording, transfer and documentary stamps, if any, all of his right, title and interest in and to property now owned by them as tenants by the entireties, in fee simple, and known as Lot #18, located on Ridgeview Drive, Westminster, Carroll County, Maryland.

(e) Agree to complete in a timely manner and in no event later than July 10, 1981, any and all work necessary to secure a Certificate of Occupancy from the appropriate Carroll County authorities on that improved real estate known as Lot #18, located on Ridgeview Drive, Westminster, Carroll County,

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ATTORNEY AT LAW
WESTMINSTER, MD. 21157

Maryland, provided that there are sufficient funds in the construction escrow account to pay for the completion of said home. If there are insufficient funds in the account to so complete the home husband shall, by July 10, 1981, complete all such work thereon as he can with the funds available in said account.

(f) Agree to pay in full when due and hold wife harmless on account of any and all monies due and owing to the Carroll County Bank and Trust Company in connection with the purchase of two motor vehicles to wit: (1) 1978 Mercury Cougar and (2) 1979 Ford Bronco, in the total approximate amount of \$11,000.

(g) Agree to purchase, pay for and deliver sole ownership thereof to wife within 30 days of the date of the execution of this agreement, a new or used economy classed automobile, the specific make and model to be agreed upon between husband and wife.

(h) Agree to pay to wife for her support and maintenance the fixed and unchangable sum of \$40 per week for each week following the date of the execution of this agreement for so long as the parties live separate and apart and until the first to occur of any of the following events: (a) remarriage of wife, (b) death of wife, (c) death of husband, or (d) July 15, 1991. The aforesaid provision shall not be subject to modification by any Court. The parties expressly waive the right ever hereafter to have any Court change or make a different provision for the support and maintenance of wife, and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any Court for an increase or decrease in the amount or modification of the terms of such support and maintenance as herein provided.

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ATTORNEY AT LAW
WESTMINSTER, MD. 21157

(i) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband, except as herein otherwise stated, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto husband all of her right, title and interest in and to all personal property enumerated on Exhibit A attached hereto.

(c) Release and discharge husband from any and all obligations of further support except as set forth in paragraph Third (h) herein and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife except as otherwise provided herein.

FIFTH: The parties agree and acknowledge that they are jointly and severally liable on several substantial debts as set forth on Exhibit B attached hereto. The parties further agree and acknowledge that their financial situation is

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ATTORNEY AT LAW
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tenuous and by this agreement wife is taking the initiative in attempting to resolve their financial problems by dealing with their property in the most advantageous manner to successfully carry their debt service and thus discharge the debts of the parties. It is the intention of the parties that should wife be successful in resolving the financial difficulties of the parties she should continue to own as her sole and separate property all personal and real property to be conveyed to her under this agreement. It is understood and agreed by the parties that should wife be unable to successfully discharge the aforementioned debts and should the various creditors of the parties intervene and frustrate the plan of the parties then husband and wife each will remain liable for one half of all debts due and owing by them on Exhibit B attached hereto and each will indemnify the other and hold the other harmless on account of all monies paid by the other in excess of one half of the amount due and owing on the respective debts.

It is further agreed between the parties that wife will take any and all reasonable and prudent action to effect the sale of Lot #18, to be conveyed to her, and apply all net proceeds realized by her therefrom at the time of settlement in connection with the sale of Lot #18, as follows:

1. First to the satisfaction, if possible, of a judgment held by Dana Kyker in the approximate amount of \$7,300±.
2. Second to the reduction of the first mortgage to the Carroll County Bank and Trust Company, if possible, on 1215 Maple Crest Drive, Westminster, Maryland.

It is further agreed that wife shall also apply any and all monies realized by her on the aforesaid mortgage and note in connection with the property located in Sykesville, Maryland, to the aforementioned first mortgage to the Carroll County Bank and Trust Company on 1215 Maple Crest Drive, Westminster, Maryland.

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ATTORNEY AT LAW
WESTMINSTER, MD. 21157

SIXTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as affull, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

SEVENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

EIGHTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce and pay his or her counsel fees and court costs with respect thereto.

NINTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto,

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD. 21157

that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

TENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

ELEVENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

TWELFTH: The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and

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liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

THIRTEENTH: Husband and wife having full knowledge of Section 3-6A-01 et. seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended, hereby waive and release any claim against each other or any right they have against each other arising out of the aforesaid law.

FOURTEENTH: Husband and wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:



DORIS LORRAINE LESSNER (SEAL)



CHARLES HENRY LESSNER (SEAL)

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 3RD day of June, 1981, the above-named Doris Lorraine Lessner personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD. 21157

AS WITNESS my hand and Notarial Seal.



I HEREBY CERTIFY that on this 4th day of June, 1981, the above-named Charles Henry Lessner personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



T. Bryan Mc Otis
Notary Public

ATTACHMENT A

Property of Charles Henry Lessner:

1. desk in office W
2. adding machine W
3. filing cabinet W
4. chairs and lamps in office W
5. compressor H
6. generator W sold
7. small hand tools H
8. miscellaneous nails and paint H
9. saws and other equipment used in construction business H
10. black sectional sofa in basement W sold
11. coffee table and two end tables W ~~bed~~
12. two table lamps W ~~great~~
13. Panasonic stereo tape deck and stereo H
14. bar refrigerator W
15. bedroom set in guest room consisting of bed, chest and small dresser W
16. portable color TV H
17. camera and attachments

ATTACHMENT B

Debts:

- | | | |
|---|------------------------------|-------|
| 1. Judgment held by Dana Kyker | \$7,300± | |
| 2. Carroll County Bank and Trust Company - first mortgage on 1215 Maple Crest Drive, Westminster, Md. | \$50,000± | |
| 3. Carroll County Bank and Trust Company - two mortgages on Lot #18 | A. \$92,000±
B. \$27,000± | 13000 |
| 4. Miscellaneous debts | \$ 1,300± | |

CHARLES E. CRUMBIE	:	No. 19233 Equity
Plaintiff	:	in the
vs	:	Circuit Court
LOIS M. CRUMBIE	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Charles E. Crumbie, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Lois M. Crumbie; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Lois M. Crumbie, be and she is hereby awarded the guardianship and custody of Shannon Lee Crumbie, the minor child of the parties hereto, with the right unto the Plaintiff, Charles E. Crumbie, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay unto the Defendant, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$35.00 per week, plus a service charge of 25¢ per payment, toward the support of the minor child of the parties; and in addition thereto, Defendant shall pay one-half of dental and medical expenses for said child; subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and

Filed November 21, 1983

between the parties hereto, dated September 23, 1981 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

John K. Burns
Judge

File Copy

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT
AGREEMENT

THIS AGREEMENT is entered into this 23rd day of Sept., 1981, by and between CHARLES EDWARD CRUMBIE ("Husband") and LOIS MARIE CRUMBIE ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 20, 1972, in Baltimore County, Maryland. One child was born to them as a result of their marriage, namely, SHANNON LEE CRUMBIE, born Sept. 14, 1972, hereinafter referred to as "Child." *CC. LC.*

Differences have arisen between the parties and they are now and have been since March 11, 1981, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct,

Pl. Exhibit No. 1

carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

II. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their

respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the minor child, with the right and privilege of Husband to visit and have the said minor child with him at all reasonable times and places. That the Husband shall have the right to have the minor child with him at least two weekends per month.

IV. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the minor child, the sum of Thirty-Five (\$35.00) Dollars per week until the first to occur of any of the following events with respect to said child: (1) death of the child or Husband; (2) marriage of the child; (3) the child's becoming self-supporting, or (4) the child's arrival at the age of 18 years. ~~So long as Husband complies with the provisions of this paragraph, he shall have the right to claim the child as his dependent on his income tax returns, and Wife agrees not~~ to declare the child as her dependent on her income tax returns. CC.

V. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases

and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

VI. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VII. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. The Husband shall be responsible for the

debts to Signal Finance Company and Aldon's.

VIII. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, releases and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

VIX. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

X. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party so instituting divorce proceedings shall be responsible for all court costs, including master's fees.

XI. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to seek counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it

shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representative and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Charles Edward Crumbie (SEAL)
WITNESS CHARLES EDWARD CRUMBIE
Lois Marie Crumbie (SEAL)
WITNESS LOIS MARIE CRUMBIE

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 23rd day of Sept., 1981, the above-named CHARLES EDWARD CRUMBIE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Clifford B. Silberger
NOTARY PUBLIC

My Commission Expires: 7/1/82

BOOK 21 PAGE 947

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21st day of Sept., 1981, the above-named LOIS MARIE CRUMBIE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82



NOTARY PUBLIC

BOOK 21 PAGE 948

SHARON M. SKEESICK

Plaintiff

vs.

GEORGE DONALD MURRY, JR.

Defendant

NO. 18511 EQUITY

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of November, 1983, that the Plaintiff, SHARON M. SKEESICK, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, GEORGE DONALD MURRY, JR.; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated January 6, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke R. Burns
JUDGE

Nov 21 10 36 AM '83
LARRY W. HINLEY
CLERK

VOLUNTARY SEPARATION AGREEMENT

This Agreement, made this 6 day of January, 1982, by and between George D. Murry, Jr., party of the first part, hereinafter known as "Husband", and Sharon M. Skeesick, party of the second part, hereinafter known as "Wife".

EXPLANATORY STATEMENT

The parties hereto were married on the 5th day of August, 1979 in Carroll County, State of Maryland, by a religious ceremony. The parties hereto have, prior to the execution of this Agreement, mutually agreed to voluntarily live separate and apart, without cohabitation, with the desire to end their marriage and they have commenced to live separate and apart without any cohabitation since April 30, 1982. They now desire to enter into an Agreement to formalize said voluntary separation and to settle their respective property rights, the right of the parties to support, maintenance and counsel fees and all other matters growing out of this marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual understandings of each of the parties hereto, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement should be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved.
2. Husband and Wife having mutually and voluntarily agreed to separate and live separate and apart in separate places of abode without any cohabitation, and having done so since April 30, 1982, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with, annoy, harass or molest the other nor endeavor in any way to exercise any marital control or right over the other or have any relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the extent as if they had never been joined in matrimony. Further, the parties agree that they will not in any way make, utter, publish, or declare any comments about the other considered to be inflammatory, insulting or undignified.
3. Husband hereby transfers and assigns to Wife all his right, title and interest in all Wife's personal effects and personal property.
4. Wife hereby transfers and assigns to Husband all her right, title and interest in all Husband's personal effects and personal property.
5. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligations which may be chargeable to the other except as provided in this Agreement and each shall indemnify and hold the other harmless for any debts or obligations chargeable to the other in violation of the terms of this Agreement.
6. Husband hereby irrevocably waives and relinquishes all claims to alimony, alimony pendente lite, maintenance and support of any nature or kind whatsoever in which he may now or hereafter be entitled.
7. Wife hereby irrevocably waives and relinquishes all claims to alimony, alimony pendente lite, maintenance and support of any nature or kind whatsoever in which she may be now or hereafter be entitled.
8. Both Husband and Wife hereby irrevocably waive and relinquish all claims to attorney's fees and suit money from each other.

9. All court costs incurred in obtaining any decree of divorce a vinculo matrimonii shall be paid by the party filing for same.

10. The parties own as tenants by the entireties, in fee simple, the family home located at 135 Marydell Drive, Westminster, Maryland 21157, which is now being occupied as a dwelling by Husband. The Home is subject to the lien of a mortgage. Husband and Wife hereby agree that ownership and possession of the family home should be settled as follows:

a. Wife shall convey all of her right, title and interest in the family home to Husband: all costs of such conveyance, transfer or documentary stamps shall be shared equally by the parties. Such conveyance shall be accomplished as soon as practicable and each party shall join in any documents or deeds necessary to effectuate the transfer.

b. Husband shall pay the entire amount of each monthly payment due on the mortgage, as well as all taxes, insurance on the property, utilities, sewer charges, water and telephone bills. Husband shall hold harmless and indemnify Wife against any and all liability in connection with the mortgage or any real estate taxes or assessments due on the property.

c. Husband agrees to pay Wife the sum of \$7,000.00 plus interest at the rate of 12 1/2% per annum, compounded monthly.

d. Husband shall pay Wife the sum of \$2,000.00 within five (5) days from the date this Agreement is executed by both of the parties. One year from the date of the execution of this Agreement by both parties, Husband shall pay Wife the sum of \$2,500.00, plus all that interest that has accrued as of the date of said payment. Two years from the anniversary date of the execution of this Agreement by Husband and Wife, Husband shall pay to Wife the sum of \$2,500.00 plus all that interest that has accrued as of the date of said payment.

e. Husband covenants that within twelve (12) months of the execution hereof he will secure a second mortgage loan pledging the hereinbefore described property and improvements as collateral, Husband averring that it is his intention to borrow sufficient funds to extinguish all of his personal obligations including the obligation represented by the consideration to be paid by Husband to Wife for her assignment of her right, title and interest in the home as hereinbefore provided, upon the securing of which loan Husband shall pay unto Wife the balance then due and owing unto her with accrued interest. Upon the Husband failing or refusing to secure such second mortgage loan, Husband covenants that he will execute a second mortgage loan in accordance with the terms and conditions contained herein in favor of Wife to secure her interests and guarantee the herein obligation.

11. Husband and Wife hereby waive any claim for debts each of them may have against the other, except as stated in this Agreement. As of the date of the signing of this Agreement by both parties, each party shall assume all responsibilities for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

12. Except for the right, which each of the parties hereby respectfully reserves, to assert as a ground for divorce, any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, and they do hereby further mutually waive, surrender, and assign to the other, his or her heirs, personal representatives and assigns all the right, title and interest and claim which said parties may now have or which they may hereafter have as Husband, Wife, widower, widow or next of kin, successor or otherwise, in and unto any property, real or personal,

that either of said parties may now have or may hereafter acquire, or in respect of which either of said parties now has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right administer upon the estate of the one so dying.

13. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interest arising under the Marital Property Act, Md Cts and Jud. Proc. Code Ann. §3-6A-01, as amended from time to time, including but not limited to the claim to use and possession of the family home if any; any claim to use of the family's personal property, if any; any claim to marital property, if any and any claim to a monetary award as an adjustment of equities and rights of the parties concerning marital property, if any.

14. The parties for themselves and their respective heirs, personal representative and assigns, do mutually agree to join in or execute any instruments and to do any other acts or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may be hereafter be instituted, this Agreement may be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

16. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understanding, oral or written, other than those expressly set forth herein.

17. Each of the parties hereto recognize that he or she has the right to independent advise by counsel of his or her own selection and declares that he or she has not obtained any advise from or relied in any way on any representations of the other's attorney. Each party regards the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth in this Agreement.

18. The parties agree that upon the request of either of them, the other will do and perform all such acts and things as may be necessary and proper, to procure and effectuate a Jewish divorce or "get", between the parties in accordance with the principals and doctrines of the Hebrew faith. The party requesting the "get" shall pay all expenses thereof.

19. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

20. In case of a reconciliation or divorce of the parties hereto, the provisions of this Agreement as to the property rights of each party shall not be effected except as herein provided, unless a new agreement is entered into in writing, mutually revoking and rescinding this agreement and entering into a new agreement.

21. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

22. Husband hereby waives any right or claim he may have against Wife for any loans Husband may have made on behalf of Wife and specifically, for any loans made by Husband from any Credit Union in which Husband is a member. Wife hereby waives any claims for any debts incurred by her on behalf of Husband prior to the execution of this Agreement. Husband hereby irrevocably waives any claim for any debt incurred by Husband on behalf of Wife or Wife's daughter, prior to the execution of this Agreement.

23. Wife hereby waives any right, title or interest she may have in the Amway business owned by the parties. It is expressly understood that Wife waives this right without any accounting by Husband and with the understanding that Husband shall have the right to operate the Amway business without any interference or claim by Wife.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS

[Signature] *[Signature]* (SEAL)
GEORGE D. HURRY, JR.

[Signature] *[Signature]* (SEAL)
SHARON M. SKEESICK

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of November, 1982, the above named Sharon M. Skeesick personally appeared before me, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is infact her act and deed and that she has full understanding thereof.

As witness my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

BOOK 21 PAGE 953

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of January, 1983, the above named George D. Murry, Jr., personally appeared before me, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is infact his act and deed and that he has full understanding thereof.

As witness my hand and Notarial Seal.

My Commission Expires:
July 1, 1986



BOOK 21 PAGE 954

COLLEEN MAE CALP	*	NO. 19678 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
KENNETH BERT CALP	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of November, 1983, that the Plaintiff, COLLEEN MAE CALP, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, KENNETH BERT CALP; and

It is further ORDERED the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
NOV 21 3 05 PM '83
LARRY H. SIPLEY
CLERK

BOOK 21 955

MELANIE LYNN BENTZ	*	NO. 19629 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
JEFFREY LEE BENTZ	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of November, 1983, that the Plaintiff, MELANIE LYNN BENTZ, be and she is hereby divorced A VINCULO MATRIMONII from her husband, the Defendant, JEFFREY LEE BENTZ; and

It is further ORDERED that the guardianship and custody of the infant child of the parties, BAMBI ANN BENTZ (born November 12, 1980) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the further order of this Court; and

It is further ORDERED that the Defendant be charged generally with the support of said infant child; and

It is further ORDERED that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, MELANIE LYNN MERRYMAN; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Julie K. Burns
JUDGE

Filed November 21, 1983

BOOK 21 956

DORIS JANE LONG	*	NO. 19232 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
ELDON DENTON LONG, SR.	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This matter standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of November 1983, that the Plaintiff, DORIS JANE LONG, be and she is hereby divorced A Vinculo Matrimonii from her husband, the Defendant, ELDON DENTON LONG, SR.; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Julie K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
NOV 21 3 05 PM '83
LARRY W. SHIPLEY
CLERK

SUE HELEN SHAFFER	*	NO. 19677 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
FREELAND LEROY SHAFFER	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of November 1983, that the Plaintiff, SUE HELEN SHAFFER, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, FREELAND LEROY SHAFFER; and

It is further ORDERED that the guardianship and custody of the infant children of the parties, CHAD DAVID SHAFFER (born July 26, 1974) and SHARI LEE SHAFFER (born October 7, 1976) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff the sum of FIFTEEN DOLLARS (\$15.00) per week per child for the support of the infant children of the parties, subject to the further order of this court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated October 11, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul L. Burns, Jr.
JUDGE

Filed November 21, 1983

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of October, 1982, by and between FREELAND LEROY SHAFFER, of Carroll County, Maryland, herein called "Husband", and SUE HELEN SHAFFER, of Frederick County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on January 19, 1974, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about August 14, 1982, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

Pln #1
10/25/83
me

EXHIBIT A

SECOND: That the care, custody and control of the two children born of this marriage, namely, CHAD DAVID SHAFFER, born July 26, 1974, and SHARI LEE SHAFFER, born October 7, 1976, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of FIFTEEN DOLLARS (\$15.00) per week per child for the support and maintenance of each child for each week the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.*

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto wife all of his right, title and interest in and to a 1976 Chevrolet Camaro automobile. It is understood and agreed by and between the parties that wife will be liable for all obligations concerning payments due on said automobile and will indemnify and save husband harmless on account of said payments.

(c) Husband does hereby agree to assume all financial responsibility for all monies owed to Signal Finance (in the approximate amount of \$5,000.00), Sears (in the approximate amount of \$600.00), and a First Mortgage on the marital residence owed to Taneytown Bank and Trust Company. Husband agrees to indemnify and hold wife harmless with respect to the aforementioned obligations.

(d) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, *Husband shall be entitled to claim Chad David as a dependent on his income tax returns and Wife shall be entitled to claim Shari Lee as a dependent on her income tax returns.

charges and liabilities heretofore or hereafter contracted by husband, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto husband all of her right, title and interest in and to a 1979 Ford pickup truck. It is understood and agreed by and between the parties that husband will be liable for all obligations concerning payments due on said automobile and will indemnify and save wife harmless on account of said payments.

(c) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

FIFTH: Husband and wife acknowledge ownership of real property and improvements thereon located at 2245 Trevanion Road, Taneytown, Maryland 21787. It is agreed by and between husband wife that wife will transfer all and any interest that she may have in said real property to husband. It is further agreed by and between the parties that husband will assume all liability for mortgage payments, insurance payments and real estate taxes regarding said property. It is further agreed by and between the parties that husband will indemnify and save wife harmless from any and all liability that she may have regarding the ownership or transfer of ownership of the aforementioned real property.

SIXTH: It is agreed by and between the parties that husband shall maintain medical and dental insurance on the minor children of the parties through his employer until such time as said minor children reach the age of eighteen (18), marry, become self-supporting or die, whichever shall first occur. It is further agreed and understood by and between the parties that husband will be responsible for the payment of all medical, dental and optical bills not covered by the aforementioned insurance policy.

SEVENTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

EIGHTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

NINTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce and pay his or her counsel fees and court costs with respect thereto.

TENTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

ELEVENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

TWELFTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

THIRTEENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or

advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

FOURTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FIFTEENTH: Husband and wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Freeland Leroy Shaffer (SEAL)
FREELAND LEROY SHAFER

Sue Helen Shaffer (SEAL)
SUE HELEN SHAFER

STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 27th day of September, 1982, the above-named FREELAND LEROY SHAFER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

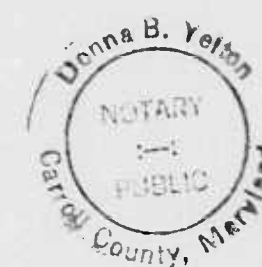
AS WITNESS my hand and Notarial Seal.

Donna B. Yelton
Notary Public

STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 26th day of August, 1982, the above-named SUE HELEN SHAFER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Donna B. Yelton
Notary Public

BOOK 21 965

CHARLES J. MASON * NO. 18285 EQUITY
Plaintiff * IN THE
VS. * CIRCUIT COURT
LINDA G. MASON * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{21st} day of ~~October~~ ^{November}, 1983, that the Plaintiff, CHARLES J. MASON, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, LINDA G. MASON; and

It is further ORDERED that the guardianship and custody of the infant children of the parties, ROBERT F. MASON (born June 6, 1968) and BRYON J. MASON (born July 26, 1974) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances, including a four week period during the summer, subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff pay unto the Defendant the sum of One Hundred Dollars (\$100.00) per month per child for the support of the infant children of the parties, subject to the further order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

Filed November 21, 1983

BOOK 21 966

DONALD EDWARD ZABEL : No. 19504 Equity
Plaintiff : in the
vs : Circuit Court
LUCINDA B. ZABEL : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this ^{28th} day of ~~October~~ ^{November}, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Donald Edward Zabel, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Lucinda B. Zabel; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
NOV 29 10 14 AM '83
LARRY L. SHIPLEY
CLERK

ALISON L. SYKES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
KEVIN C. J. SYKES	*	CARROLL COUNTY
Defendant	*	Equity No.: 19783

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of November, 1983, that the Plaintiff, ALISON L. SYKES, be and she is hereby Divorced A VINCULO MATRIMONII from her husband, the Defendant, KEVIN C. J. SYKES; and

IT IS FURTHER ORDERED, that the pertinent parts of the separation agreement between the parties dated January 25, 1983, and filed in this cause be and the same is hereby made a part hereof as it fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Zumb
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY
Nov 29 10 12 AM '83
Sec
LARRY N. SHIPLEY
CLERK

SEPARATION AGREEMENT

THIS AGREEMENT, Made this 25th day of January, 1982, by and between ALISON L. SYKES, hereinafter called "Wife", Party of the First Part, and KEVIN C.J. SYKES, hereinafter called "Husband", Party of the Second Part.

EXPLANATORY STATEMENT

The Parties were married by a religious ceremony on May 19, 1979, in Carroll County, Maryland. No children were born to them as a result of the marriage.

For causes arising prior hereto, the Parties are not now living as man and wife. On October 13, 1982, the Parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, and they have continued to do so. Without waiving any ground for divorce, which either of them may now or hereafter have against the other, the Parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation; to settle their respective property rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the Parties, they do hereby, covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the Parties of any grounds for divorce, which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

Ph #1
11/28/83
The Legal Offices of
BRYANT & CAMPBELL, P.A.
ATTORNEYS AT LAW
1000 BALTIMORE AVENUE, FIVE
FLOOR, SUITE 500, BALTIMORE,
MARYLAND 21201

2. The Parties, having heretofore mutually agreed to separate and voluntarily live separate and apart, in separate places of abode, without any cohabitation and having done so since October 13, 1982, do hereby expressly agree to continue to do so, and do hereby declare that neither of them has made any bona fide attempt at a reconciliation. Neither of the Parties shall interfere with or molest the other nor endeavor in any way to exercise any marital control or right over the other, or to have marital relations with the other, or to exert or demand any right to reside in the home of the other. Each Party shall be free to go his or her own respective way as fully, and to the same extent as if they had never been joined in matrimony.

3. In consideration of the mutual covenant and agreement of the Parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the Husband and Wife hereby waive alimony and his or her rights to support and maintenance from their respective spouse.

4. All personal property of the Parties has been divided to the satisfaction of both Parties, with the exception of those items listed on Schedule A, attached hereto and made a part hereof, which shall become the sole possessions of the Wife. The Husband hereby waives all right, title and interest in and to all of those items listed on Schedule A. Each Party transfers and assigns unto the other, all of their respective right, title and interest, in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the Parties now have in their respective possession.

5. ~~Husband hereby transfers and assigns unto wife all of his right, title and interest, if any he may have, in and to the~~

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ATTORNEYS AT LAW
1100 BALTIMORE NATIONAL PIKE
ELKTON CITY, MD 21924
1100 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21207

ALS

KLS

~~1975 American Motors Racecar Automobile and the shall execute such documents as may be necessary to properly effect the issuance of a new certificate of title for said automobile in wife's name alone~~

6. Husband and Wife hereby agree that they shall each pay and be responsible for their own respective medical and dental insurance coverage, and that each shall indemnify each other against any and all liability in connection with same.

7. Husband hereby agrees to pay all those bills and debts incurred in his individual name, and in addition thereto, he shall pay all those debts listed on Schedule B, attached hereto and made a part hereof by reference, and he shall indemnify and save the Wife harmless from any and all liability in connection with said bills and debts.

8. The Parties agree that the monies due and owing to the Internal Revenue Service shall be considered a joint debt, and that each Party shall pay their own respective proportionate share of said monies. Each Party shall indemnify and save the other harmless from any and all obligations arising from the payment of this debt.

9. From the date of this Agreement, neither Party shall pledge the credit of the other, or incur any debt or obligation which may be chargeable to the other.

10. Each Party hereto agrees to pay their own respective attorney's fees for services rendered, or to be rendered in connection with the preparation of this Agreement or in connection with obtaining any uncontested, absolute decree of divorce.

11. The Parties hereto agree that the Party instituting any proceedings to obtain an absolute decree of divorce, shall pay all Court costs and Master - Examiner's fees to be incurred at the

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ELKTON CITY, MD 21924
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BALTIMORE, MARYLAND 21207

time that Party shall file for said divorce.

12. The Parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 28 of Article 16 of the Annotated Code of Maryland, (1957), any and all claims of any nature, whatsoever, which the Parties might each have against the other as a result of their marriage. The Parties hereby acknowledge that each has fully acquainted the other in detail with his or her means, resources and net worth. The Husband acknowledges that he has read and fully understands this Agreement, and all of its contents, and that although he has been advised by The Legal Clinics of Buettner & Cooper, P.A. that it is most advisable that he obtain the advice of legal counsel, he has waived his right to do so, and that he is signing this Agreement of his own free will and accord.

13. The Parties hereby agree they they have been advised by counsel, or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings, Subtitle 6A, et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act." The Parties further agree, that by signing this Agreement, they hereby waive any right, title and interest, if any they may have or that may be conferred upon them by virtue of Courts and Judicial Proceedings, Subtitle 6A et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act." That said rights include, but are not limited to, retirement benefits or pension plans of either Party, and future further claims as to marital property other than what is disposed

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ATTORNEYS AT LAW
1155 Baltimore National Pike
Crown Point, MD 21031
8666 Security Boulevard
Baltimore, Maryland 21207

of by this Agreement, or any other right that may be conferred upon them by said "Marital Property Act", which may or may not be disposed of pursuant to the terms of this Agreement.

14. No representation, warranties, assurances or promises have been made by either Party as an inducement to enter into this Agreement, other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the Parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligation imposed hereby, except by written instrument, duly executed.

15. Except for the rights, which each of the Parties hereby respectively reserves to assert as a ground for divorce, any cause or ground, which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the Parties for themselves, and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts, and causes of action, which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title and interest and claim, which said Parties might now have, or which they may hereafter have as the Husband, Wife, widower, widow, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said Parties may own or may hereafter acquire, or in respect of which, either of said Parties has or may hereafter have any right, title, claim and interest,

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Crown Point, MD 21031
8666 Security Boulevard
Baltimore, Maryland 21207

direct or indirect, including any right of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

16. The Parties, for themselves, and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments, and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or any other right in any property, which either of said Parties may now own or hereafter acquire, including the execution and the delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

17. With the approval of any Court of competent jurisdiction, in which any divorce proceedings may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce, which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then, and in that event, the Parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

AS WITNESS, the hands and seals of the Parties hereto the day and year first above written.

THE LEGAL CLINICS OF
BRYANTER & COOPER, P.A.
ATTORNEYS AT LAW
1000 BALTIMORE NATIONAL PIKE
SUITE 200, BALTIMORE, MD 21204
1000 BALTIMORE NATIONAL PIKE
SUITE 200, BALTIMORE, MD 21204

WITNESS:

Susan M. Gierling

Alison L. Sykes (SEAL)
ALISON L. SYKES

Susan M. Gierling

Kevin C. Sykes (SEAL)
KEVIN C. SYKES

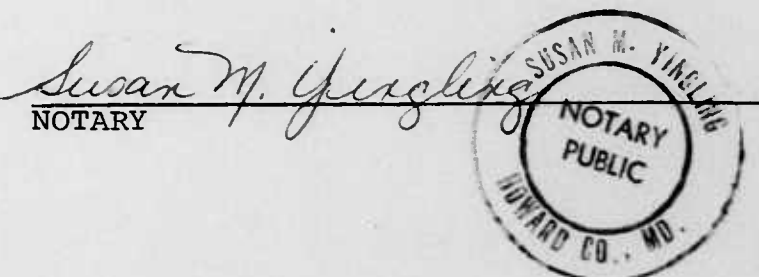
STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 25th day of January, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALISON L. SYKES, and made oath in due form of law and under the penalty of perjury that she is competent to be a witness and that she executed the foregoing Agreement and that all facts in said Agreement are true and correct including the facts relating to mutual and voluntary separation of the Parties.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires:

July 1, 1986



THE LEGAL CLINICS OF
BRYANTER & COOPER, P.A.
ATTORNEYS AT LAW
1000 BALTIMORE NATIONAL PIKE
SUITE 200, BALTIMORE, MD 21204
1000 BALTIMORE NATIONAL PIKE
SUITE 200, BALTIMORE, MD 21204

BOOK 21 PAGE 975

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 25th day of January, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KEVIN C.J. SYKES, and made oath in due form of law and under the penalty of perjury that he is competent to be a witness and that he executed the foregoing Agreement and that all facts in said Agreement are true and correct including the facts relating to mutual and voluntary separation of the Parties.

WITNESS, my and Notarial Seal.

Susan M. Gering
NOTARY

My Commission Expires:

July 1, 1986



THE LEGAL CLINIC OF
BUTTS & COOPER, P.A.
ATTORNEYS AT LAW
□ 8525 BALTIMORE NATIONAL PIKE
EUGENE, OR 97401
□ 8525 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21207

BOOK 21 PAGE 976

SCHEDULE A

Refrigerator
Bookshelf
Chair in study
Desk and chair
Dresser and mirror
Washstand
Night table
Trunk
Grill
Clothing
Books
Records
Plants
Draperies

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BUTTS & COOPER, P.A.
ATTORNEYS AT LAW
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EUGENE, OR 97401
□ 8525 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21207

BOOK 21 PAGE 977

SCHEDULE B

Bryce Smith, M.D.
Bond Street Veterinary Hospital
All debts in individual name of Husband.

THE LEGAL CLINICS OF
BRYSTON & COOPER, P.A.
ATTORNEYS AT LAW
1525 BALTIMORE NATIONAL PKWY
EIGHTH FLOOR, MD 21201
1525 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21201

BOOK 21 PAGE 978

AGREEMENT

IT IS HEREBY AGREED, by and between ALISON LEIGH SYKES,
Wife, and KEVIN C.J. SYKES, Husband, this 29th day of
October, 1982, that the parties are to
separate on October 13, 1982. That this separation is mutual
and voluntary, and that neither party shall charge the other with
desertion or constructive desertion.

AS WITNESS, the hands and seals of the parties hereto the
day and year first above written.

WITNESS:

Eleanor Schuster Alison L. Sykes (SEAL)
as to both ALISON LEIGH SYKES
Kevin C.J. Sykes (SEAL)
KEVIN C.J. SYKES

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 29th day of October,
1982, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared ALISON LEIGH SYKES
and made oath in due form of law and under the penalties of per-
jury that she is competent to be a witness and that she executed
the foregoing Agreement and that all of the facts in said Agree-
ment are true and correct including the facts relating to volun-
tary and mutual separation of the Parties.

AS WITNESS, my hand and Notarial Seal.

Eleanor Schuster
NOTARY

My Commission Expires:
July 1, 1986

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BRYSTON & COOPER, P.A.
ATTORNEYS AT LAW
1525 BALTIMORE NATIONAL PKWY
EIGHTH FLOOR, MD 21201
1525 SECURITY BOULEVARD
BALTIMORE, MARYLAND 21201

BOOK 21 PAGE 979

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 28th day of October, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KEVIN C.J. SYKES and made oath in due form of law and under the penalties of perjury that he is competent to be a witness and that he executed the foregoing Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the Parties.

WITNESS, my hand and Notarial Seal.

Granor Schuster
NOTARY

My Commission Expires:
July 1, 1986

THE LEGAL CLINICS OF
H. WYNN & COOPER, P.A.
ATTORNEYS AT LAW
4400 BALTIMORE NATIONAL Pkwy
EIGHTH CITY, MD 21243
LARRY W. SHIPLEY, REGISTERED
BALTIMORE, MARYLAND 21207

BOOK 21 PAGE 980

LARRY EDWARD TIGNOR	*	NO. 16813 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
VICKY LYNN TIGNOR	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 28th day of November, 1983, that the Plaintiff, LARRY EDWARD TIGNOR, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, VICKY LYNN TIGNOR; and

It is further ORDERED that the guardianship and custody of the infant child of the parties, ELIZABETH DAWN TIGNOR (born February 14, 1978) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit with said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant be charged generally with the support of said infant child; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K Burns, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD
Nov 29 10 14 AM '83
LARRY W. SHIPLEY
CLERK

BOOK 21 1981

RICHARD LEE MOFFITT : No. 19751 Equity
Plaintiff : in the
vs : Circuit Court
DONNA MARIE MOFFITT : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 28th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Richard Lee Moffitt, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Donna Marie Moffitt; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Donna Marie Moffitt, be and she is hereby awarded the guardianship and custody of Angela Dawn Moffitt, the minor child of the parties hereto, with the right unto the Plaintiff, Richard Lee Moffitt, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay unto the Defendant, through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland, 21157, the sum of \$35.00 per week, plus a service charge of 25¢ per payment, toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD

NOV 29 10 14 AM '83

do
LARRY W. SHIPLEY
CLERK

BOOK 21 1982

JAMES R. YOUNG : No. 19630 Equity
Plaintiff : in the
vs. : Circuit Court
BETTY L. YOUNG : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 28th day of November, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, James R. Young, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Betty L. Young; and

It is further ADJUDGED, ORDERED and DECREED that the Separation and Marital Property Settlement Agreement by and between the parties hereto, dated July 31, 1982 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD

NOV 29 10 14 AM '83

do
LARRY W. SHIPLEY
CLERK

SEPARATION AND MARITAL
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 31st day of July, 1982, by and between BETTY L. YOUNG, hereinafter called "Wife", party of the first part, and JAMES R. YOUNG, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 28, 1954, in Westminster, Carroll County, Maryland and three (3) children were born to them as a result of the marriage; namely, Steven B. Young, born December 27, 1955, Scott B. Young, born November 9, 1957, Stanley B. Young, born September 10, 1965.

On the 12th day of July, 1982 the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their minor child, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

Pl. Exhibit No. 1

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree to separate and from the date of this Agreement voluntarily to live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Husband shall have the care and custody of STANLEY B. YOUNG, the minor child of the parties, with the right and privilege unto wife to visit with and have said child with her at all reasonable times.

4. Husband shall keep in force and pay the premiums on his presently existing life insurance policies issued by Prudential Life Insurance Company and Bankers Life Insurance Company and shall designate the wife as the sole primary beneficiary of said insurance policies. The said policies shall be further endorsed so that the right to change the beneficiary shall revert to husband as of September 1, 1983. As of that time husband shall be entitled to designate any beneficiary of his choosing.

5. Husband agrees to carry and keep in force the Blue Cross and Blue Shield Medical Insurance which he presently has through his employment with the Carroll County Board of Education on the wife until September 1, 1983. In addition, husband shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties minor child, STANLEY B. YOUNG. Husband's obligation under this paragraph with respect to said minor child shall cease and terminate upon the first to occur of any one of the following events as to said child:

- A. Arrival at age of majority;
- B. Marriage;
- C. Becoming self-supporting;
- D. Death of said child or husband.

6. Wife transfers and assigns unto husband all of her right, title and interest in and to all of the following bank accounts:

- A. Account No. 104-1673 at Baltimore Federal Savings and Loan Association;
- B. Account No. 804-200416 at Baltimore Federal Savings and Loan Association;
- C. Account No. UR19-10003 at Baltimore Federal Savings and Loan Association;
- D. Account No. 819-201481-2 at Baltimore Federal Savings and Loan Association.

Wife shall execute such instruments in writing as may be necessary to enable husband to reduce said accounts to his sole possession.

7. Husband transfers and assigns unto to wife all his right, title and interest in and to the following bank accounts:

- A. Account No. 119-681 at Baltimore Federal Savings and Loan Association;

B. Account No. 055000628 at Carroll County Bank and Trust Company;

C. Account No. 8-19-200508-3 at Baltimore Federal Savings and Loan Association;

D. Account No. VR-819-200693-7 at Baltimore Federal Savings and Loan Association.

Husband shall execute such instruments in writing as may be necessary to enable wife to reduce said accounts to her sole possession.

8. Husband transfers and assigns unto wife and SCOTT B. YOUNG, an adult child of the parties all of his right, title and interest in the securities in Woodbine National Bank.

9. Husband transfers and assigns unto wife all of his right, title and interest in and to the "New Life annuity" which he has in connection with his employment with the Carroll County Board of Education. Husband shall execute such assignments, endorsements or instruments in writing as may be necessary to effect said transfer and to enable wife to reduce said annuity to her sole possession.

10. Wife transfers and assigns unto husband all of her right, title and interest in and to the Evlico securities. Wife shall execute such assignments endorsements or instruments in writing as may be necessary to procure a new certificate or certificates in husband's name alone for said securities.

11. Wife shall be entitled to retain all the personal property listed on the attached schedule A, as well as all of her clothing, jewelry and personal affects.

12. Husband shall be entitled to retain the remaining household furniture and personal property as well as his clothing, jewelry and personal affects and the clothing, jewelry and personal affects of the minor child, STANLEY B. YOUNG.

13. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1966 Ford automobile, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title.

14. Husband shall be entitled to retain as his sole and separate individual property the 1971 Ford automobile which is titled in the name of said Husband.

15. Wife shall be entitled to retain as her sole and separate individual property the 1965 Chevrolet automobile which is titled in the name of said Wife.

16. The parties own as tenants by the entirety the home property known as 507 Geneva Drive, Westminster, Maryland. Wife shall, by such documents as may be necessary, convey unto husband all of her right title and interest in and to said property in fee simple. Within (60) days of the execution of this agreement the wife shall execute a Deed of Absolute Conveyance to husband of all her right, title and interest to said property. Husband shall pay unto wife as full consideration for wife's interest in said property the sum of Thirty-three Thousand Dollars (\$33,000.00), to be paid in three (3) equal installments of Eleven Thousand Dollars (\$11,000.00) each. The first installment shall be payable on October 1, 1982; the second installment shall be payable on October 1, 1983; and the third and last installment shall be payable on October 1, 1984. Husband shall pay cost of preparing said documents, the cost of recording, transfer tax and documentary stamps, if any. After the date of conveyance husband shall indemnify and hold

wife harmless from any and all liability in connection with any liens, encumbrances or other expenses of any kind whatsoever in connection with said property.

17. The parties represent unto each other that there are no bills or debts for which the other is responsible except those which are specifically enumerated in this agreement. Each party shall hold harmless and indemnify the other against any and all liability in connection with each of said bills and debts as he or she is obligated to pay hereunder. From the date of the Agreement neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other except as otherwise provided in this Agreement or by mutual consent of the parties.

18. If they are entitled under the applicable laws and regulations the parties agree that they will execute and file joint State of Maryland and Federal Income Tax Returns for the year 1982. The parties agree that they will file separate Federal and State Tax Returns for all subsequent years. If the parties are entitled to file joint returns for year 1982, the parties agree that they will equally divide any refund of any overpayment of taxes and that they will be equally responsible and liable for the payment of any additional tax which is due.

19. Husband and wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they

and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as are by this Agreement more fully provided and set forth.

20. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

21. Husband agrees to pay the cost of the preparation of this Separation Agreement. The parties covenant and agree that each shall pay his or her own attorney's fees and court cost arising out of any subsequent divorce action should one of the parties bring a Bill of Complaint for Divorce against the other.

22. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01

through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

23. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and

acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

24. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney in fact, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property described. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be exercisable by said attorney-in-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.

25. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and

carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

26. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

27. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

28. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

M. Eileen Bratcher Betty L. Young (SEAL)
Witness BETTY L. YOUNG

Michael M. Gellman James R. Young (SEAL)
Witness JAMES R. YOUNG

Carroll County, Maryland, to wit:

I hereby certify that on this 2nd day of August, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BETTY L. YOUNG and acknowledged the foregoing Agreement to be her act and deed and did further make oath in due form of law that the matters and facts hereinabove set forth are true.

Witness my hand and Notarial Seal.

M. Edwin Balcher
Notary Public

Carroll County, Maryland, to wit:

I hereby certify that on this _____ day of July, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JAMES R. YOUNG and acknowledged the foregoing Agreement to be his act and deed and did further make oath in due form of law that the matters and facts hereinabove set forth are true.

Witness my hand and Notarial Seal.



Michael M. Galloway
Notary Public

My Commission Expires 7-1-86

Kitchen

glass teapot
recipe box
electric mixer
cutting board
plants
tupperware items
half of cooking pans and utensils
gift mugs
angel food pan
baking dishes
1 potato bin
half of baking pans
bottle with flowers inside
half of tea towels and pot holders
seasonal ceramic items
cake holder
beige tray
green casserole dish
measuring cups
colander
silver coffee container
stainless steel cutlery

Dining Room

Table and chairs
Pads and tablecloths for table
silverware in chest
set of three glass candleholders
fosteria dishes
ceramic teacups
brown tray
Aunt Algy's glass tray
wine decanter
set of corningware casseroles
gold glasses and pitcher
gold juice glasses
6 wine glasses
milk glass vases
wooden salad bowl and utensils
sewing basket
spoon holder
cookbooks
beige bowl and candle set
glass dessert dishes and plates
set of beige dishes
corningware soup containers
cut glass dishes
baskets
hot pads
wall plaque (from Kim)
wash board
silver salt and pepper shakers

Living Room

BOOK 21 1995 SCHEDULE A CONTINUED

Record cabinet and records
round stand for plants
plants, except for Marian's flower pot
chair purchased in New Windsor
TV trays
desk and items on it and in it
rocking chair to match desk
painting by Dick Owens
2 wall candleholders
wall hanging (macrame)
painting of books and pen
basket of flowers on floor
stereo
lamp on TV
ornaments (boy reading statue, old man and woman, shell and holder, box
Stanley made, robin family, wooden mug, wooden trough, paperweights
ceramic vases)

movie books
umbrella owl
afghans
magazine rack
card table
Owl wall hanging
Paris painting
Photo albums
Scrapbooks
Movie review albums
Church Library items
brass candleholder and trivet
footstool

Bathroom

half of towels and washcloths
wooden soap cabinet

Master Bedroom

lamp on my dresser
Grandma Harrison's chair
plant and plant stand
all items in my dresser and closet
jewelry box and my jewelry
clock on my dresser

Stan's Bedroom

filing cabinet
typewriter
book case and books

Scott's Bedroom

bedroom set
black chair

Basement

Brown couch and pillows
floor lamp
coffee table
cedar chest
Christmas decorations
clothes rack and clothes
blue suitcase
3-tiered cart
Halloween trimmings
Easter baskets
picnic hamper
ice bucket
1 clothes basket
bed pillow
blankets and spreads for double bed
iron and ironing board
fan (floor type)
wok
coffee pot
punch bowl set
seasonal floral arrangements

BOOK 21 1996

SHARON LEE MCGINNIS : Equity No. 19523
Plaintiff : in the
vs : Circuit Court
LAWRENCE ALTON MCGINNIS, JR. : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by
the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 28th day of November, Nineteen
Hundred and Eighty-three, that the above-named Plaintiff, Sharon Lee
McGinnis, be and she is hereby divorced "A VINCULO MATRIMONII" from
the Defendant, Lawrence Alton McGinnis, Jr.; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff,
Sharon Lee McGinnis, be and she is hereby awarded the guardianship and
custody of Michael Shane McGinnis, the minor child of the parties
hereto, with the right unto the Defendant, Lawrence Alton McGinnis, Jr.,
to visit said child at reasonable times and under proper circum-
stances; all subject, however, to the continuing jurisdiction of
this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Separation
Agreement by and between the parties hereto, with the exception as
to the provision for payment of child support by Defendant in the
amount of \$100.00 per month, dated January 5, 1981 and filed in
this cause of action, be and it is hereby approved and made a part
hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant
pay unto the Plaintiff, through the Bureau of Support Enforcement,
Carroll County Department of Social Services, 95 Carroll Street,
Westminster, Maryland, 21157, the sum of \$35.00 per week, plus a
service charge of 25¢ per payment, toward the support of the minor
child of the parties, subject to the further Order of this Court;
and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul K. Bump
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY
Nov 29 9 19 AM '87
ds
LARRY SIMPLEY
CLERK

THIS AGREEMENT, executed in duplicate this ¹⁹⁸¹5th day of ^{January}1980, by and between SHARON LEE MCGINNIS (hereinafter called wife) and LAWRENCE ALTON MCGINNIS, JR. (hereinafter called husband), both of Carroll County, Maryland.

WHEREAS certain irreconcilable differences have arisen between the said husband and wife for which reason they have consented and agreed voluntarily to live separate and apart from each other during their lives from and after the date hereof and as a result of which they desire to enter into an agreement and arrangement of settlement of their respective present and future property rights, the custody of their child, child support, alimony and other rights, duties and responsibilities as are set forth hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the covenants and agreements of each of the parties hereto to the other of the parties hereto and of other good and valuable considerations, the receipt of which is hereby acknowledged, both parties, with full knowledge of the extent, value and character of the properties owned by them separately and jointly, do hereby covenant and agree as follows:

1. That the wife shall have the care, custody, guardianship and control of the child of the parties hereto, namely, Michael Shane McGinnis (born July 30, 1975) for whose support, care, maintenance and welfare the husband agrees to pay to the wife the sum of One Hundred Dollars (\$100.00) per month, accounting from the date of this agreement and continuing until such child dies, marries, reaches the age of eighteen (18) years or becomes self-supporting, whichever event shall first occur, and the husband shall have reasonable visitation rights with said child.

2. That the wife shall maintain medical and surgical insurance coverage for the child of the parties under the plan available to her through her employment with the Social Security Administration and she further agrees to pay all ordinary medical

Pl. Exhibit No. 1

expenses including routine pediatric examinations. Husband agrees to pay for all dental, optical or extraordinary medical or surgical expense not covered by the medical and surgical insurance plan furnished by the wife and shall make available to the wife the prescription card available through his employment with Local Union 101 for any prescriptions necessary for the child.

3. Except as otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her and each expressly waives any claim he or she may have against the other for alimony.

4. Each party expressly stipulates that the other retains and reserves the right to begin and conclude a proceeding or proceedings as she or he may deem convenient, necessary or proper to obtain a decree of divorce. The parties agree to pay their respective attorneys' fees arising out of any future divorce proceeding.

5. The husband shall retain as his sole, separate and individual property without the wife having any further right, title or interest therein, his 1973 Dodge Coronet Automobile, all of his tools and all of his other personal belongings and clothing.

6. The wife shall retain as her sole, separate and individual property without the husband having any further right, title or interest therein, her 1979 Ford Mustang Automobile, all furniture, furnishings and appliances and, with the exception of such of those items reserved by the husband in paragraph item 5 hereof, all other tangible personal property located at the apartment leased by the wife at 3 Bethway Drive in Carroll County, Maryland.

7. It is expressly agreed and understood by the parties that by the negotiation and acceptance of this Agreement neither party waives or condones any pre-existing ground for divorce which he or she may have against the other.

8. All property acquired by either of the parties individually hereafter shall be the sole and separate property of each party respectively, wholly free from any claims or rights of the other with full power in each to convey, assign, charge or will his or her individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's allowance, inheritance or any other interest or demand which might be asserted by either party hereto against the other party or the property or estate of such other party to the end that each shall be forever barred from all rights in and to the property and estate and to the right to administer upon the property and estate of the other.

9. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose), each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney for him or her and in his or her name, place and stead to execute, acknowledge and deliver according to law such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the sale and transfer of real and tangible personal property herein described.

10. In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto that this Agreement shall be submitted to the Court having jurisdiction thereof for its approval and said Court shall be requested by the

parties hereto to incorporate this Agreement by reference in any decree of judgment that may be entered in any such proceeding.

11. Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for the restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live separate and apart free from the other's authority.

12. Each of the parties hereto states that this Agreement has been read and understood by them and that each has been encouraged to have the benefit of independent counsel of his or her selection before executing this Agreement and that in the opinion of each of them, the terms of this Agreement are fair and the Agreement contains the entire understanding between them.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Ryanette Miller

Sharon Lee McGinnis (SEAL)
SHARON LEE MCGINNIS

Ryanette Miller

Lawrence Alton McGinnis Jr (SEAL)
LAWRENCE ALTON MCGINNIS, JR.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of January, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARON LEE MCGINNIS and made oath in due form of law under the penalties of perjury that the matters and facts hereinbefore set forth are true and correct and acknowledged and the foregoing Agreement to be her free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Ryanette Miller
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of January, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LAWRENCE ALTON MCGINNIS, JR. and made oath in due form of law under the penalties of perjury that the matters and facts hereinbefore set forth are true and correct and acknowledged the foregoing Agreement to be his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Ryanette Miller
Notary Public

BOOK 21 PAGE 1003

RAYMOND N. FOXWELL	*	NO. 19589 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
PHYLLIS A. FOXWELL	*	FOR
Defendant	*	CARROLL COUNTY
*****	*	*****

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 28th day of November, 1983, that the Plaintiff, RAYMOND N. FOXWELL, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, PHYLLIS A. FOXWELL; and

It is further ORDERED that the guardianship and custody of the infant child of the parties, Joyce Nicholette Foxwell (born January 6, 1987) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff as child support those monies specified in the Agreement between the parties, subject to the further order of this Court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated June 17, 1983 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the cost of this proceeding.

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD.
Nov 29 9 20 AM '83
LARRY W. SHIPLEY
CLERK

Rule K. Burns
JUDGE

BOOK 21 PAGE 1004

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17 day of June, 1983, by and between RAYMOND NICHOLAS FOXWELL of Lutherville, Maryland, hereinafter called "Husband", and PHYLLIS A. FOXWELL of Baltimore County, Maryland, hereinafter called "Wife".

WHEREAS, the parties hereto are now Husband and Wife, having been legally married by a religious ceremony in Baltimore County, Maryland, on September 25, 1976; and

WHEREAS, certain irreconcilable differences have arisen between the said parties for which reason they voluntarily separated on March 28, 1981, intending to no longer reside together as Husband and Wife, and they have consented and agreed to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce, and the parties believe that there is no reasonable hope or expectation of reconciliation; and

WHEREAS, the parties hereto are the parents of one minor child, namely, JOYCE NICHOLETTE FOXWELL, born January 6, 1978, whose future welfare the parties desire to make adequate provisions; and

WHEREAS, the parties hereto are desirous of entering into Articles of Separation for the purpose of confirming their separation and wish to amicably adjust certain rights and obligations arising from the state of matrimony and requiring settlement because of the separation and are desirous of settling and adjusting all property rights respectively in the estates of each other, including statutory shares and all other claims and rights of inheritance, maintenance and support.

NOW THEREFORE, the parties hereto, for and in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the

*Phyllis
8/23/83
Jm*

extent, value and character of the properties owned by them separately and jointly, and their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: The Husband and Wife have divided between them to their mutual satisfaction all of the clothing, personal effects, household furnishings and furniture and all other articles of personal property which have heretofore been used by them in common and neither party shall make any claim to any such items which are now in possession or under the control of the other, with the following exception:

The parties own two automobiles, both of which are currently titled in the joint names of the parties. Husband hereby agrees to transfer all his right, title and interest in the 1971 Opel 1900 to Wife. Wife hereby agrees to transfer all her right, title and interest in the 1976 Ford Elite to Husband. Both parties agree to execute whatever documents that may be necessary to enable each to have a new certificate of title, registration and registration plates for their respective automobiles.

SECOND: The Husband shall have the custody of the minor child of the parties. Wife agrees that it is in the best interest of the said minor child for the Husband to retain custody of the child. Wife acknowledges that Husband has provided a fit and proper, beneficial home environment for the said child for the entire time of the parties' separation. Wife further acknowledges that she approves of the arrangements and provisions Husband has made for the child's schooling, upbringing, discipline, health and general welfare.

Further, to the extent allowed by law, Wife agrees that barring unusual and radical changes to the present living arrangements and other circumstances of the said child, she will not seek custody of the said child for a period of at least seven years.

Wife shall have reasonable and liberal rights of visitation. Wife may visit with the said child during times that are to be

arranged and agreed upon by both parties. Wife agrees to provide a minimum of Forty-Eight hours notice to Husband to make plans for such visitation or to change plans from an already established visitation time or schedule.

A. The parties agree that in addition to any other visitation by Wife, Wife shall have the right of visitation with the said child for a period of three weeks during the period of summer vacation from school. The specific times and other details of said visitation are to be arranged by the parties. Wife agrees to give Husband no less than two weeks advance notice of any intention to carry out such summer visitation.

B. Wife agrees to make every and all reasonable effort to carry out all visitation plans with reasonable punctuality at all times. Wife agrees that should there be delays of any nature, changes or any problems in abiding by pre-arranged visitation plans, she will notify Husband as promptly as possible of same.

C. To the extent that it is reasonably possible, the parties agree that both sets of grandparents of the child (i.e., their respective parents) shall have reasonable opportunity to visit with the said child.

D. It is understood and agreed that the Wife shall not come to the premises of the Husband for visitation without having previously made the above described arrangements, except in cases of medical emergency. Husband and Wife agree to keep each other advised of their respective address and phone number and any changes in same.

E. The Wife further agrees to visit with the child only at those times which are set forth herein or are prearranged between the parties. The Wife further agrees that under no circumstances will she ever take the child from the custody and control of the Husband without prior notice to and approval of the Husband.

BOOK 21 1007

F. Both parties agree to keep each other informed at all times (including summer visitation) of the whereabouts of the child, and both parties mutually agree that if either of them has knowledge of any illness or accident or other circumstances affecting the health or welfare of the child, the Husband or the Wife, as the case may be, will promptly notify the other of such circumstances. Wife agrees not to remove the child from the State of Maryland for any reason, without the consent of the Husband. Husband agrees not to unreasonably withhold such consent.

G. The parties shall consult with each other with respect to the education and religious training of the child, her illnesses (except in emergencies), her welfare and other matters of similar importance affecting the child whose well being, education, and development shall, at all times, be the paramount consideration of the Husband and the Wife.

H. The parties shall exert every reasonable effort to maintain free access and unhampered contact between the child and each of the parties, and to foster a feeling of affection between the child and the other party. Neither party shall do anything which may estrange the child from the other party, or injure the opinion of the child as to her mother or father, or which may hamper the free and natural development of the child's love, respect and affection for the other party.

THIRD: The Wife hereby covenants and agrees that she will pay to the Husband directly and not through the Department of Parole and Probation or similar agency, the sum equivalent to ten percent (10%) of her gross income per week for the support and maintenance of the minor child. Said support payments shall cease and terminate upon the first to occur of any of the following events:

- (a) the child reaches the age of majority;
- (b) death of the child;
- (c) the marriage of the child;
- (d) the child becomes self-supporting.

BOOK 21 1008

In order to facilitate such a plan of support, Wife agrees to provide proof of her entire weekly earnings upon demand of the Husband. Husband agrees to allow a reasonable period for Wife to provide such proof.

FOURTH: The parties hereto had agreed prior to their separation, to lease a premises located on Nicodemus Road in Carroll County, Maryland. In this regard, the parties hereto signed a one-year lease which was to be effective on April 1, 1981. Prior to this date, and with the permission of the owner of the premises, the parties moved many items of their personal property into the premises. Immediately following the separation of the parties, Wife went to said premises and removed some of the personal property, at which time certain damage was done to the premises. Wife agrees to pay for all such damage upon proper proof of loss by the owner of the premises. Should such damages be paid for by Husband (through a reduction in the security deposit tendered), Wife agrees to reimburse Husband for said damages.

FIFTH: The Husband and Wife both waive any rights which they now have or may, at any time in the future have, to request, seek or obtain alimony or support (except child support) from the other to the end therefore that the parties hereto forever waive any right or claim to alimony. It is further understood and agreed that this provision shall not be subject to modification by any Court of law.

SIXTH: During the period of their separation it shall be lawful and permissible for the said Husband and Wife, respectively to reside at such places as either shall see fit, and to exercise, carry on and conduct any trade, business, or employment they think fit, and neither of them, the said Husband and Wife, shall molest, disturb, or interfere with the other in any way and each shall be entitled to follow his or her business, pursuits and pleasures without interference or molestation by the other.

SEVENTH: Each of the parties hereto hereby agrees to be responsible for all of his or her own attorney fees respectively without contribution from the other for all fees accruing prior to March 7, 1983. Wife

BOOK 21 1009

agrees to contribute one-half of the cost of all Husband's counsel fees accruing after March 7, 1983, and specifically relating to the preparation of this Agreement and any further action taken to obtain a divorce. In the event of suit for absolute divorce, the parties agree to divide all Court costs including Master's fees, equally between them. In the event that it is judicially determined that a party has violated the terms or conditions of this Agreement, such party hereby agrees to pay the entire cost of counsel fees and Court costs for both parties, it being the specific intention of this provision to increase the cost of violating the terms or conditions of this Agreement and to thereby avoid or reduce the occasions for disagreements and disputes. It is further understood and agreed that this provision shall not be subject to modification by any Court of law for whatever reason.

EIGHTH: Except for the payments and transfers hereinbefore provided, the Wife hereby releases and surrenders any and all rights to any claim against the Husband, his property, estate, personal representatives and assigns for further support, alimony, or maintenance, and agrees that she will not, at any time hereafter contract or incur to cause to be incurred any debts or liabilities for which the Husband or his estate shall or may be liable.

NINTH: Except for the payments and transfers hereinbefore provided, the Husband hereby releases and surrenders any and all rights to any claim against Wife, her property, estate, personal representatives and assigns for further support, except child support, or maintenance and agrees that he will not, at any time hereafter, contract or incur, or cause to be incurred, any debts or liabilities for which the Wife or her estate shall or may be liable.

TENTH: The parties hereto previously executed an agreement on April 1, 1981, regarding any debts that each respective party may have incurred. The parties desire to make said agreement a part of this Agreement, and in this endeavor, a copy of said "Debt Agreement" is attached hereto

BOOK 21 1010

and is hereby incorporated by reference and made a part of this Separation Agreement.

ELEVENTH: Each of the parties hereby waives, renounces and releases all and every right, statutory or otherwise, to take, claim, demand and receive as surviving spouse, any share or part of the estate of the other.

TWELFTH: It is hereby understood and agreed that this Agreement shall not be modified or terminated by the institution or prosecution of any divorce proceedings by either party hereto, but shall remain in full force and effect, and each of the parties hereto agrees that any Decree or Judgement entered in such proceeding shall make no other provisions except as hereinbefore provided, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any Decree or Judgement that may be entered in any such action.

THIRTEENTH: Said parties hereto and each of them will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of the Agreement or any provisions hereof. It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled, by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties.

FOURTEENTH: The parties hereby declare that they have been advised by counsel or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings Subtitle 6A, et. seq., of the Annotated Code of Maryland, titled Property Disposition in Divorce and Annulment, commonly referred to as "The Marital Property Act". The parties further declare that by signing this Agreement they hereby waive any right, title and interest, if any they may have, or that may be conferred upon them by virtue of Courts and Judicial Proceedings Subtitle 6A, et. seq., of the Annotated Code of Maryland, titled Property Disposition in Divorce and Annulment, commonly referred to as "The Marital Property Act".

BOOK 21 PAGE 1011

FIFTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement, and that each signs the Agreement freely and voluntarily intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

SIXTEENTH: This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly herein set forth.

SEVENTEENTH: It is further understood and agreed that in the event any of the foregoing agreements are declared null and void by a Court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.

AS WITNESS the hands and seals of each of the said parties duly witnessed and acknowledged all the day and year first above written.

Kimberly P. Rulifson Jr.
WITNESS

Raymond N. Foxwell
RAYMOND NICHOLAS FOXWELL

Russell F. Foxwell
WITNESS

Phyllis A. Foxwell
PHYLLIS A. FOXWELL

STATE OF MARYLAND:)
) TO WIT:
COUNTY OF CARROLL:)

I HEREBY CERTIFY that on this 17 day of June, 1983, before me, a Notary Public, the undersigned officer, personally appeared RAYMOND NICHOLAS FOXWELL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and

BOOK 21 PAGE 1012

correct as therein stated, and acknowledged said Agreement to be his deed and act.

IN WITNESS WHEREOF, I hereunto set my Hand and Official Seal.

Russell F. Foxwell
NOTARY PUBLIC
My Commission Expires: 7-1-86

STATE OF MARYLAND:)
) TO WIT:
COUNTY OF CARROLL:)

I HEREBY CERTIFY that on this 17 day of June, 1983, before me, a Notary Public, the undersigned officer, personally appeared PHYLLIS A. FOXWELL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and acknowledged said Agreement to be her deed and act.

IN WITNESS WHEREOF, I hereunto set my Hand and Official Seal.

Russell F. Foxwell
NOTARY PUBLIC
My Commission Expires: 7-1-86

TEDDY LEE GEORGE * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
DEBRA FAYE GEORGE * CARROLL COUNTY
Defendant * Equity No.: 19464

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of November, 1983, that the Plaintiff, TEDDY LEE GEORGE, be and he is hereby Divorced A VINCULO MATRIMONII from his wife, the Defendant, DEBRA FAYE GEORGE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the infant children of the parties, TEDDY LEE GEORGE, JR., (born November 18, 1973) and JAMES ANTHONY GEORGE (born August 5, 1978), be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant the sum of Twenty-five Dollars (\$25.00) per week per child for the support of the infant children of the parties subject to the further Order of this Court, said payments to be made through the Bureau of Support Enforcement, 95 Carroll Street, Westminster, Maryland 21157; and

IT IS FURTHER ORDERED, that the "Stipulation Agreement" entered as an Exhibit in this case, be and the same is hereby made a part hereof as it fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Lyle K. Burns, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
Nov 29 9 23 AM '83
LARRY R. RIPLEY
CLERK

BOOK 21 PAGE 1015 DEC 29 1982

CARROLL COUNTY DEPARTMENT
OF SOCIAL SERVICES
Assignee of:

DEBRA GEORGE
4136 Twin Arch Road
Mt. Airy, Md.

Petitioner

vs.

TEDDY LEE GEORGE SR.

42 Walden Maple Ct.
Woodlawn, Md. 21207

Respondent

* * * * *

STIPULATION AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the Respondent and the Carroll County Department of Social Services, Petitioner, pursuant to an Assignment of Support Rights executed by, DEBRA GEORGE, mother of the child (ren) names herein:

1. That TEDDY LEE GEORGE SR., admits he is the father of the following minor child (ren): Teddy Lee George Jr. (D.O.B. 11/18/73), and James A. George (D.O.B. 9/5/78). 8-15-78

and he hereby acknowledges that the said named child (ren) is/are being provided support and maintenance by the Carroll County Department of Social Services on a grant of Aid to Families with Dependent Children.

2. That TEDDY LEE GEORGE SR. admits his duty of support under the Laws of the State of Maryland to his minor dependent(s) named herein and is willing to contribute to their support in the amounts and in the manner set forth below, and hereby admits the Jurisdiction of this Court and hereby files his appearance in the above-entitled cause.

3. That DEBRA GEORGE mother of the said child(ren), has executed an Assignment of Child Support Rights from TEDDY LEE GEORGE SR., Respondent, to the Carroll County

*Ph #1
11/8/83
DM*

BOOK 21 PAGE 1016

Department of Social Services effective on the 21st day of September, 1982. Attached hereto is a copy of that Assignment, and same is incorporated herein by reference and made a part of the proceeding.

NOW, THEREFORE, the State's Attorney of Carroll County, Maryland on behalf of the Carroll County Department of Social Services of the State of Maryland herein and TEDDY LEE GEORGE SR., Respondent, acting on his own behalf agree as follows:

1. That the Respondent shall pay, pending further Order of this Court, the sum of \$50.00 per week for the support and maintenance of the said minor child (ren), payment to begin on the 7th day of January, 1983. Support payments shall be paid to the P.O. Box 800 Bureau of Support Enforcement, 95 Carroll Street, Westminster, Maryland 21157, for disbursement to the custodian of the said minor child (ren) until the said minor child(ren) shall reach the age of eighteen (18), or until the said minor child(ren) marries or become(s) self supporting, whichever shall first occur.

2. That the Respondent shall immediately advise the Carroll County Department of Social Services of any change in his address, employment status or financial status.

Teddy Lee George Sr. (SEAL)
RESPONDENT TEDDY LEE GEORGE SR.

Dec. 24 1982
DATE OF AGREEMENT

Marion Clark (SEAL)
For: Carroll County Department of
Social Services
MARION CLARK

Geoffrey S. Black
GEOFFREY S. BLACK
Assistant State's Attorney for
Carroll County, Maryland

I HEREBY CERTIFY that I have read, or have had read to me, the above Agreement, and understand its terms.

Teddy Lee George Sr.
RESPONDENT TEDDY LEE GEORGE SR.

Dec. 24 1982
DATE

ASSIGNMENT OF SUPPORT RIGHTS

BOOK

21 PAGE 1017

Case Name Debra F. George Local Department Carroll District Office 06
Case Number 20516 Worker 82 Beard
New/Reopen/Change Eff. 11-87
Absent Parent Teddy L. George Sr. D.O.B. 11-2-50
Telephone No. 2 Soc. Sec. No. 2
Last Known Address 42 Walden Maple Ct.
Woodlawn, Md. 21207
Last Known Employer 2
Address 2

Children: Name and D.O.B. Paternity Established Court Order
1. Teddy Lee George Jr. 11-15-73
2. James A. George 8-5-75
3. _____
4. _____
5. _____
6. _____

As a condition of eligibility for the receipt of public assistance, I hereby assign and transfer to the State of Maryland all rights, title, and interest in support (including rights to any uncollected support payments past due) which I may have on my own behalf or on behalf of any other person receiving assistance.

I authorize any law enforcement agency to remit all support payments it may collect pursuant to court order or voluntary arrangement to the local department furnishing my assistance. I agree to forward any support payments I receive directly to the local department furnishing my assistance that month.

I have read or have had read to me and clearly understand this statement.

Signature Debra F. George Signature _____
Date 9-21-87 Soc. Sec. # 216-64-5800 Date _____ Soc. Sec. # _____
Mother () Other () Relationship _____
Telephone # _____ Telephone # _____
Address 4136 Twin Arch Rd. Address _____
Mt. Airy Md. 21221

Foster Care Children in Care of:
Name: _____ Address: _____ Relationship: _____
Date: _____ Signature: _____ Director or Authorized Representative

The _____, having so recommended, is hereby authorized to adjust its accounting records in accordance with the above request.
DATE 1/13/83 AUTHORIZED BY Donald J. Almore
Appropriate Court Official

TRUE COPY TEST

Larry W. Shipley CLERK

LAW ENFORCEMENT AGENCY COPY

DHR/SSA 903 (Rev. 11/79) - DESTROY PREVIOUS EDITIONS

- 3 -

BOOK

21 PAGE 1018

CARROLL COUNTY DEPARTMENT OF SOCIAL SERVICES

Assignee of:

DEBRA GEORGE

4136 Twin Arch Road
Mt. Airy, Md.

Petitioner

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

VS.

TEDDY LEE GEORGE SR.

42 Walden Maple Ct.
Woodlawn, Md. 21207

EQUITY NO. 9108

Respondent

* * * * *

ORDER

The Court having read and considered the Stipulation Agreement between the Petitioner and the Respondent, dated Dec 24 1982, 19____, and being satisfied that the terms therein are fair and reasonable, it is thereupon this 13th day of January, 1983 by the Circuit Court for Carroll County, Maryland, Sitting as a Court of Equity:

ADJUDGED, that the Respondent is the father of the following minor child (ren) and owes an obligation to support the said minor child (ren) and it is hereby,

ORDERED, that the terms of the Aforesaid Agreement are hereby incorporated into and made a part of this Order, all being subject to further Order of this Court.

TRUE COPY TEST

Larry W. Shipley CLERK

Donald J. Almore
JUDGE FOR THE CIRCUIT COURT FOR
CARROLL COUNTY, MARYLAND

PL EXHIBIT No. 1

VLT ~~not limited~~ to: maple bedroom suite, electrolysis table and equipment, pine dry sink, ~~three large rugs~~, grandmother's clock, ~~barometer~~, barometer, small tables, sofa bed, wall pictures, two cherry beds, ~~records and tapes~~, records and tapes and dishes.

Wife agrees to collect said items, at her own expense, and transport them to her current residence.

3. Wife agrees to return all credit cards, to wit: Visa, Gulf and Sears, as requested by Husband.

4. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

5. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

6. Wife agrees to pay for her attorney's fees, incurred

VLT

in drafting this Separation Agreement, and her attorney's fees and the court costs of any subsequent divorce proceeding.

7. The parties hereto do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

9. With the approval of any Court of competent

VLT

BOOK 21 1023

jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

10. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

11. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

12. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto

VLT

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BOOK 21 1024

the day and year first hereinbefore written.

Witness: Richard H. Offutt Jr. Virginia Lee Talbott (SEAL)
VIRGINIA LEE TALBOTT

Witness: R. L. Smith Donald Smith Burton (SEAL)
DONALD SMITH BURTON

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 31st day of March, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VIRGINIA LEE TALBOTT and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

My Commission Expires: 7-1-86

Ottawa, Ontario, to wit:

I hereby certify that on this 31st day of May, 1983, before me, the subscriber, a Notary Public of Ontario, Canada, personally appeared DONALD SMITH BURTON and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

R. L. Smith
Notary Public

My Commission Expires: at owner's
pleasure

-5-

BOOK 21 PAGE 1025

BRIAN DOUGLAS COX	*	NO. 18678 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
DEBORAH BRYANT COX	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 28th day of November, 1983, that the Plaintiff, Brian Douglas Cox, be and he is hereby divorced A VINCULO MATRIMONII from his wife, the Defendant, DEBORAH BRYANT COX; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
NOV 29 9 40 AM '83
LARRY SHIPLEY
CLERK

BOOK 21 PAGE 1026

DAVID E. KELLY	:	No. 18312 Equity
Cross-Plaintiff/Defendant	:	in the
vs	:	Circuit Court
LINDA S. KELLY	:	for
Cross-Defendant/Plaintiff	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 5th day of December, Nineteen Hundred and Eighty-three, that the above-named Cross-Plaintiff, David E. Kelly, be and he is hereby divorced "A VINCULO MATRIMONII" from the Cross-Defendant, Linda S. Kelly; and

It is further ADJUDGED, ORDERED and DECREED that the Stipulation between the parties filed in this cause of action be and it is hereby approved and made a part hereof as if fully set forth herein; said Stipulation sets out that the issues of alimony, child custody, visitation, child support, disposition of the property of the parties, monetary award or marital property award, use and possession of the family home and family use personal property, be reserved for a period of 120 days from the date of this Decree; and

It is further ORDERED that the original Bill of Complaint filed in this cause be and it is hereby dismissed; and

It is further ORDERED that the Cross-Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

Filed December 4, 1983

BOOK

21 PAGE 1027

LINDA S. KELLY * IN THE
Plaintiff and * CIRCUIT COURT
Cross Defendant * FOR
v. * CARROLL COUNTY
DAVID E. KELLY *
Defendant and *
Cross Plaintiff * No. 18312 Equity
* * * * *

STIPULATION

Now come LINDA S. KELLY, Plaintiff and Cross Defendant,
by Charles M. Preston, her attorney, and DAVID E. KELLY,
Defendant and Cross Plaintiff, by Ralph T. Uebersax, his attorney,
and stipulate and agree as follows:

1. That the parties hereto have agreed to proceed by
uncontested hearing before Master Marker J. Lovell on November
16, 1983, for the limited purpose of deciding the issue of final
divorce.

2. That there remain numerous other issues in this
case and in Equity Case No. 17891 of this Court which have not
been decided by the Court and which will or may require addi-
tional hearings and contemplation by the Court prior to resolu-
tion.

3. That the issues of alimony, child custody, visita-
tion, child support, disposition of the property of the parties,
monetary award or marital property award, use and possession of
the family home and family-use personal property shall be
reserved by the Court for a period of one hundred twenty (120)
days from and after the date of any decree of divorce a vinculo
matrimonii, and the parties do hereby expressly consent to such
reservation.

4. That the Court may further extend the time for
disposition of the aforesaid reserved issues if, in its deter-
mination, such further reservation is necessary to reasonably

JOINT Exhibit No. 1

Filed November 16, 1983

BOOK

21 PAGE 1028

resolve said issues and to avoid a harsh and inequitable result.

5. That the agreed upon reservation of issues set
forth herein shall be expressly set forth in any decree of
divorce granted by the Court in these proceedings.

David E. Kelly
DAVID E. KELLY
Defendant and Cross Plaintiff

Linda S. Kelly
LINDA S. KELLY
Plaintiff and Cross Defendant

Ralph T. Uebersax
RALPH T. UEBERSAX
12 N. Court Street
Westminster, Maryland 21157
848-2350
Attorney for David E. Kelly

Charles M. Preston
CHARLES M. PRESTON
Stoner, Preston & Boswell, Chtd.
188 E. Main Street, P.O. Box 389
Westminster, Maryland 21157
848-7777 and 876-7371
Attorney for Linda S. Kelly

BOOK

21 PAGE 1023

ROBERT ALLEN HAHN : No. 19855 Equity
 Plaintiff : in the
 vs : Circuit Court
 SUSAN G. HAHN : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 12th day of December, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Robert Allen Hahn, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Susan G. Hahn; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Susan G. Hahn, be and she is hereby awarded the guardianship and custody of Matthew Robert Hahn and Stephen Michael Hahn, the minor children of the parties hereto, with the right unto the Plaintiff, Robert Allen Hahn, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay direct unto the Defendant the sum of \$175.00 per month per child, for a total of \$350.00 per month, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated December 19, 1982 and the Addendum and Amendment thereto dated November 13, 1983, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Robert H. Burns
 Judge

Sited December 13, 1983

BOOK

21 PAGE 1030

VOLUNTARY SEPARATION AND
 PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of December, 1982, by and between SUSAN G. HAHN ("Wife") and ROBERT A. HAHN ("Husband").

WITNESSETH:

WHEREAS, the Husband and Wife were married by a religious ceremony in Glyndon (Baltimore County), Maryland, on May 31, 1975; and

WHEREAS, two children were born to them as a result of their marriage, namely, MATTHEW R. HAHN, born April 20, 1976 and STEPHEN M. HAHN, born March 15, 1978 (hereinafter referred to as "Children" or "Child"); and

WHEREAS, differences have arisen between the Wife and the Husband and they are now and have been since November 13, 1982 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage; and

WHEREAS, it is the mutual desire of the parties to formalize their separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties here by covenant and agree as follows, all as of the effective date hereof.

I. SEPARATION

The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since November 13, 1982 do hereby expressly agree to continue to do so.

PL Exhibit No. 2

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

II. Mutual Releases

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. CUSTODY OF THE CHILDREN AND VISITATION

Wife shall have the care and custody of the minor children of the parties with the right and privilege unto Husband to visit with and have said children with him at all reasonable times; it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the children. Wife shall cooperate to the fullest extent possible to effectuate this intent. Provided, however, that exercise of the visitation privileges by Husband shall not conflict nor interfere with the school schedule of the children, nor with bona fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said children.

Should either the Wife or Husband relocate his or her residence in an area that makes regular weekly or monthly visitation impossible because of commuting distances, Husband visitation privileges shall be three (3) full consecutive weeks during each summer vacation from school and alternate Thanksgiving and Christmas holidays for one full additional week each year to be arranged mutually by Husband and Wife in accord with the Children's school schedules. Husband agrees to pay the Children's out-of-state transportation costs.

IV. CHILD SUPPORT FOR THE CHILDREN

Husband shall pay to Wife, for the support and maintenance of each Child the sum of One Hundred Twenty-Five Dollars per Child per month for a total of Two Hundred Fifty Dollars (\$250.00) per month for both Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years. So long as Husband complies with the provisions of this Paragraph, he shall have the right to claim the Children as his dependents on his income tax returns, and Wife agrees not to declare the Children as her dependents on her income tax returns.

V. MEDICAL INSURANCE FOR THE CHILDREN

In addition to the aforementioned provision for child support, the Husband shall carry and keep in force, health insurance and major medical coverage, for the benefit of the minor children. The terminal date of the Husband's obligation as to each child under this paragraph shall be at such time as each child obtains the age of 18. Any medical or dental costs not covered by the aforesaid health insurance provided by the Husband shall be shared equally by the Husband and Wife.

VI. LIFE INSURANCE POLICY PROVISIONS

Husband has previously absolutely assigned to the Wife a life insurance policy (Certificate No. 2886915) with the Aid Association for Lutherans. Said certificate is in the face amount of \$5,000.00 (Whole Life) and names Wife as the primary beneficiary of the proceeds of the policy upon Husband's death and a testamentary trust for the benefit of the children as the secondary beneficiary. Husband agrees to keep said policy in full force and effect, at his expense until the youngest of the children reaches the age of eighteen (18). At that time, Wife shall have the right to continue the policy by paying any and all premiums due. Should the policy have any cash surrender value at the time that either the youngest of the children turns eighteen (18) or Wife determines not to continue the policy, then the cash surrender value shall be divided equally between Husband and Wife.

Wife hereby agrees to irrevocably assign, at the time of this agreement, any interest she may have in a life insurance policy (Certificate No. 2363470) in the face amount of \$5,000 (Whole Life) with the Aid Association for Lutherans to the Husband. Husband may keep said certificate in full force and effect at his expense. Wife agrees that said policy shall be endorsed so that Husband shall be the primary beneficiary and a testamentary trust for the benefit of the children as the second beneficiary.

In the event any insurance company issuing a policy or policies appropriated to the Agreement shall decline to endorse any such policy or policies as herein provided, the parties, nevertheless, for themselves and their heirs, personal representatives and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns (and of their children as beneficiaries under said policy, or policies, their heirs, personal representatives and assigns) shall be governed, controlled and bound by the provisions of this Agreement to the same extent and as fully as if said policy or policies had been endorsed as provided herein. The parties further agree that the rights and liabilities hereunder may be specifically enforced in a Court of Equity or in any other appropriate proceeding at law or in equity.

Husband agrees to keep in force life insurance certificates numbers 2405160 and 2581901 with the Aid Association for Lutherans on the lives of the Children and owned by the Husband. It is the Husband's intent to maintain said policies until the Children are financially able to maintain them.

Wife agrees that she will be responsible for the two following life certificates, owned by her and presently paid by the Husband in accord with the schedule set forth below:

<u>Certificate Number</u>	<u>Quarterly Premium</u>	<u>Date Wife Accepts Financial Responsibility</u>
2888755	\$25.63	June 23, 1983
2684499	\$27.35	September 6, 1983

VII. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole

and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VIII. AUTOMOBILE TRANSFER

The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1972 Volkswagon Superbeetle automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife hereby transfers and assigns unto the Husband all of her right title and interest in and to the 1982 Volkswagon Rabbit and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Wife agrees that she shall pay the costs, if any, for the transfer of the title of the 1972 Volkswagon to her name. The Husband agrees that he shall pay the costs, if any, for the transfer of the title of the 1982 Volkswagon. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the 1982 Volkswagon Rabbit. The Wife agrees to indemnify and hold harmless the Husband against any liability for payment due on the 1972 Volkswagon Superbeetle.

IX. AUTOMOBILE INSURANCE

At the present time, the Husband and Wife maintain automobile insurance in the Husband's name with Liberty Mutual Insurance Company (Policy No. A02-233-103703-002 5 3); said policy has been renewed on a monthly payment basis for a one year period effective December 5, 1982. Husband agrees to maintain the said policy for a one year period on the 1972 Volkswagon Superbeetle, said automobile by the terms of this Agreement is being transferred to the Wife. Should Wife trade in the Volkswagon Superbeetle, purchase another automobile or have primary use of another automobile not insured by Husband, Husband shall have the right to cancel coverage on the Volkswagon Superbeetle and Wife agrees to assume all future liability and insurance responsibility on the 1972 Volkswagon Superbeetle automobile.

X. TRANSFER OF MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 406 Bishop Street, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage and a confessed judgment note of the Union National Bank of Westminster.

Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of his right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest.

Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which she covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

XI. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself from August 9, 1982. From and after August 9, 1982, Husband and Wife have agreed that each shall hold and save the other harmless from any and all liability therefore. From and after August 9, 1982, Husband and Wife hereby covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

XII. PROPERTY SETTLEMENT

As set forth herein, there is presently pending a voluntary petition for bankruptcy in the United States Bankruptcy Court for the District of Maryland filed by the Wife and Husband on October 1, 1982. Should, and only if, the bankruptcy case be closed with all liens, including the judgment lien of Union National Bank, against real and personal property, set aside and the debtors discharged from all debts as set forth in the Petition, Husband agrees to pay to the Wife as settlement of their marital and other property interests the sum of Three Thousand Three Hundred Dollars (\$3,300.00), at the time the bankruptcy case is closed in accord with the qualifications set forth above. Husband will use his best efforts to obtain a loan to pay Wife said sum in a lump sum. However, should Husband be unable to secure financing, Wife agrees to accept the said sum in monthly payments over four years at ten percent (10%) interest (\$83.70 per month).

XIII. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past present and future, for alimony and support, both pendente lite and permanent.

XIV. FILING OF INCOME TAX RETURNS

Wife agrees to file joint Federal and State income tax returns for 1982, if Husband elects to do so and so requests Wife. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro rate, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are

necessary to reflect withholding, any balances due and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties, and expenses in connection with his own income and deductions during all years for which returns are filed.

XV. COUNSEL FEES AND COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party bringing the action shall be responsible for his or her own attorneys fees and all court costs thereof, including any Master's fees.

XVI. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerned marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be

incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

H. In the event that either Husband or Wife shall change his or her permanent residence, he or she shall forward by registered mail, notice to the other of them within five (5) days after such change or removal.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which shall constitute an original, on the day and year first above written, and each of the parties hereto does solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

WITNESS:

*P. Tabata**Susan G. Hahn* (SEAL)
SUSAN G. HAHN*P. Tabata**Robert A. Hahn* (SEAL)
ROBERT A. HAHNSTATE OF MARYLAND: COUNTY OF ~~MONTGOMERY~~ *Carroll* TO WIT:

I HEREBY CERTIFY, that on this 19th day of December, 1982, the above-named Susan G. Hahn, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

P. Tabata
NOTARY PUBLICMy Commission Expires July 1 1986.

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 19th day of December, 1982 the above-named ROBERT A. HAHN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

P. Tabata
NOTARY PUBLICMy Commission Expires July 1 1986.

ADDENDUM AND AMENDMENT TO VOLUNTARY
SEPARATION AGREEMENT DATED DECEMBER 19, 1982

THIS ADDENDUM AND AMENDMENT, made this 13th day of November, 1983, to the voluntary separation and Property Settlement Agreement dated December 19, 1982 (the "AGREEMENT"), by the between SUSAN G. HAHN, hereinafter called the "Wife", and ROBERT A. HAHN, hereinafter called the "Husband".

EXPLANATORY STATEMENT

Whereas, the parties hereto mutually agreed on November 13, 1982 to live separate and apart and on December 19, 1982 entered into a Voluntary Separation Agreement; and

WHEREAS, it is the mutual desire of the parties to amend and add to the Agreement dated December 19, 1982, to settle all matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree to amend and add to the Agreement of December 19, 1982, as follows:

1. Paragraph IV, Child Support for the Children, of the Agreement is hereby amended to read as follows:

"Husband shall pay to Wife, for the support and maintenance of each Child the sum of One Hundred Seventy-Five Dollars per child per month for a total of Three Hundred Fifty Dollars (\$350.00) per month for both children, until the first to occur of any of the following events with respect to each child: (1) death of the child or husband; (2) marriage of the child; (3) the child becoming self-supporting, or (4) the child's arrival at the age of 18 years. Husband and Wife agree that each shall have the right to claim one Child as his or her dependent on his or her income tax return. Wife shall be entitled to the dependency deduction for Stephen M. Hahn, born March 15, 1978; Husband

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shall be entitled to the dependency deduction for Matthew R. Hahn, born April 20, 1976. Provided however, Husband and Wife agree that Wife shall have the right to claim both Children as her dependents on her income tax returns for tax years 1984 and 1985. For tax years 1983 and 1986 and every year thereafter, Husband and Wife shall each be entitled to one child as his or her dependent in accord with the provisions of this paragraph."

2. Paragraph X of the Agreement, Transfer of Marital Home, is hereby amended by adding to it, the following:

"In accord with the provisions herein, Husband is solely responsible to pay the mortgages on the said Home. He further agrees to indemnify Wife against any and all claims which may, at any time in the future, be brought by American National Building and Loan Association against the Wife for any reason with regard to the said Home. Husband further agrees to pay such legal fees and costs for the Wife should American National Building and Loan Association bring any action against her for any reason with regard to the said Home.

Husband further agrees to provide to the Wife copies of annual statement showing the payments made on the mortgage; and to maintain sufficient life insurance on his life to insure that the mortgage with American National Building and Loan Association is paid off in full in the event of his death. Husband further agrees, consistent with his station in life and conditions prevailing then in the market place, to use his best efforts to remove Wife from the mortgage with American National Building and Loan Association at some time in the future.

Finally, Husband agrees to provide any documents and records regarding his financial affairs or the affairs of the Husband and Wife when they were married, should such documents and records be requested by a lender in connection with

any loan or mortgage which the Wife may seek and apply for in the future."

3. Paragraph XI of the Agreement, Debts, is hereby amended by adding to it, the following:

"Provided, however, Husband agrees to pay any legal fees and costs due and owing to Semmes, Bowen & Semmes, attorneys at law, in connection with the representation of Husband and Wife in a legal matter in 1983."

4. Paragraph XII of the Agreement, Property Settlement, is hereby amended to read as follows:

"Husband agrees to pay to the Wife as settlement of their marital and other property interests, the sum of Three Thousand Three Hundred Dollars (\$3,300.00). Said sum to be payable to the Wife in three payments as follows: (1) The sum of Two Thousand Seven Hundred Dollars (\$2,700.00) which is payable to the Wife at the time of his settlement with Union National Bank; (2) the sum of Two Hundred Dollars (\$200.00) which is due and payable to the Wife on or before December 31, 1983; and (3) the final payment of Four Hundred Dollars (\$400.00) which is due and payable to the Wife on or before April 1, 1984. Wife releases and discharges Husband absolutely and forever from any and all claims for any monetary payment in connection with marital property."

5. Paragraph XV of the Agreement, Counsel Fees and Court Costs, is hereby amended by adding to it, the following:

"Husband agrees to initiate and pay the costs of an uncontested divorce in Carroll County, Maryland. Said complaint for divorce, to be filed by November 15, 1983, which is more than one year of continuous separation."

IN WITNESS WHEREOF, the parties have hereto set their hands and seals to four (4) counterparts of this addendum and amendment to the Voluntary Separation Agreement dated December 19, 1982, each of which shall constitute an original, on this day and year

first above written, and each of the parties hereto does solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

WITNESSES;

Robert A. Hahn (SEAL)
Robert A. Hahn
Susan G. Hahn (SEAL)
Susan G. Hahn

STATE OF MARYLAND: COUNTY OF CARROLL TO WIT:

I HEREBY CERTIFY that on this 13 day of November, 1983, the above named Robert A. Hahn, personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum and Amendment dated December 19, 1982 are true and correct as stated, acknowledged said Addendum and Amendment to be her act and deed and that she executed the same for the purposes therein contained, and further acknowledged that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Robert A. Hahn
Notary Public

MY COMMISSION EXPIRES:

July 1, 1986

STATE OF MARYLAND: COUNTY OF MONTGOMERY TO WIT:

I HEREBY CERTIFY that on this 8th day of November, 1983, the above named Susan G. Hahn, personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum and Amendment dated December 19, 1982 are true and correct as stated, acknowledged said Addendum and Amendment to be his act and deed and that he executed the same for the purposes therein contained, and further acknowledged that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Elizabeth M. Sealey
Notary Public

MY COMMISSION EXPIRES:

July 1, 1986

WANDA FRANCINE DUVALL	:	No. 19703 Equity
Plaintiff	:	in the
vs	:	Circuit Court
TOMMY LEE DUVALL	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of DECEMBER, Nineteen Hundred and Eighty-three, that the above-named Plaintiff, Wanda Francine Duvall, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Tommy Lee Duvall; and

It is further ADJUDGED, ORDERED and DECREED that the Marital Settlement Agreement by and between the parties hereto, dated September 26, 1983 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
Judge

Filed December 14, 1983

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MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 26th day of Sept, 1982, by and between TOMMY LEE DUVALL, whose present mailing address is 215 East Main Street, Westminster, Maryland 21157, hereinafter called "Husband", and WANDA FRANKINE DUVALL, whose present mailing address is General Delivery, Hampstead, Maryland 21074, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 12th day of December, 1974.

The parties have mutually agreed to voluntarily separate and did so on August 12, 1982, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on August 12, 1982.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

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KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and assets owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

WAIVER OF ALIMONY

(5) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(6) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(7) The 1977 Ford automobile presently titled in both names shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she is her sole discretion may deem appropriate. Husband agrees to execute such documents as may be

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necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone.

The 1979 Covia boat and boat trailer presently titled in the Wife's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he is his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone.

REAL ESTATE

(8) The grave lots in Memorial Gardens shall be the sole and separate property of the Wife and she shall assume as her sole and separate obligations the outstanding lien on said lots to Cheltenham Bank. Husband shall execute such documents as are necessary to effect transfer of title to said lots to the Wife's name alone.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS, SAVINGS BONDS, CERTIFICATES OF DEPOSIT, STOCKS, AND OTHER MONETARY ASSETS

(9) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(10) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(11) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether

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arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(12) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(13) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(14) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinset forth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(15) It is intended that none of the provisions of this Agreement

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shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(20) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(21) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(22) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26th day of September, Nineteen Hundred and Eighty-~~two~~^{three}.

Patricia A. Lease Tommy Lee Duvall (SEAL)
WITNESS TOMMY LEE DUVALL, Husband

Frederic J. Coppersmith Wanda Francine Duvall (SEAL)
WITNESS WANDA FRANCINE DUVALL, wife

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 22 day of Sept, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TOMMY LEE DUVALL, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

E. L. L. S. S. S.
Notary Public - Commission Expires 7/1/86

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 26th day of September, 1983,

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before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WANDA FRANCINE DUVALL, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

J. Rebecca Duvall
Notary Public - Commission Expires 7/1/86

TITLE TARGET

BOOK
TITLE _____ DIVORCE RECORD _____

SHEET
SIZE _____ 14 X 8½ _____

PUNCHING _____ 3 Rectangular 4 1/8 C to C _____

CORNERS— Round ☒ Square ☐ _____

TYPE
OF
PAPER _____ Westons - 100% Rag Ledger, Sub. 28 _____

16X

TITLE TARGET

BOOK
TITLE _____ DIVORCE RECORD _____

SHEET
SIZE _____ 14 X 8½ _____

PUNCHING _____ 3 Rectangular 4 1/8 C to C _____

CORNERS— Round ☒ Square ☐ _____

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